



Transportation & Public Works Meeting Agenda

February 2, 2023; 5:30 – 6:30 PM
“Hybrid Meeting”

This meeting will be conducted in a hybrid format with in-person and remote options for public participation. The meeting will be broadcast on SeaTV Government Access Comcast Channel 21 and live-streamed on the City’s website <https://seatacwa.gov/seatvlive> and click the “live” Channel 1 grey box.

Peter Kwon, Chair
Takele Gobena
Jake Simpson, Mayor

Note: A quorum of the Council may be present

Other Councilmembers present:

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

Other Staff participating: Mason Giem, PW Programs Coordinator;

TIME	TOPIC	PROCESS TYPE	WHO	Time
1	Call to order		Chair	
2	<p>PUBLIC COMMENTS: The committee will hear in-person public comments and is also providing remote oral and written public comment opportunities. All comments shall be respectful in tone and content. Providing written comments and registering for oral comments must be done by 2:00 PM the day of the meeting. Registration is required for remote comments and encouraged for in-person comments. Any requests to speak or provide written public comments which are not submitted following the instructions provided or by the deadline will not be included as part of the record. • Instructions for providing remote oral public comments are located at the following link: Registration for Oral Public Comments - Council Committees and Citizen Advisory Committees</p>		Chair	5

	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 meeting calendar the next day.			
3	Prior Minutes Approval	Dec 1 Minutes to Approve	Chair	5
4	Assumption of Street Lighting within the City	Discussion/Action	Will Appleton	15
5	SR 509 Phase 2 Memorandum of Understanding	Informational	Florendo Cabudol	10
6	Resolution to amend City's Fee Schedule for Roadside Memorial Fees	Discussion/Action	Will Appleton	10
7	Department Updates		Will Appleton	10
8	<u>Future Meeting Topics</u> : Right of Way Uses; Property Surplus; Debris Management Plan Adoption; Consultant Contract for ST-016 34 th Ave S Phase 2; Consultant Contract for ST-134 South 204 th Street Improvements; Consultant Contract for Transportation Master Plan Update; River Ridge Condemnation Ordinance; Solid Waste Contract			5
9	Adjourn	Adjourn Meeting	Chair	



Transportation & Public Works Committee Meeting Minutes

December 1, 2022
5:30 PM – 6:30 PM
** Hybrid Meeting **

Members:	Present:	Absent:	Commence: 5:33 PM Adjourn: 6:11 PM
Peter Kwon, Chair	X		
Jake Simpson	X		
Takele Gobena	X		

Other Councilmembers participating:

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

Other Staff Participating: Mason Giem, PW Programs Coordinator; Cindy Corsilles, Assistant Senior City Attorney; Gwen Voelpel, Deputy City Manager;

Public Comment	No public comment was given
1. Approve Prior Meeting's Minutes	November 3 Minutes were approved
2. Approve Solid Waste Contract Extension with Recology King County	<p>Discussion/For Council Consent Agenda</p> <p>The solid waste contract extension item was presented by Mason Giem, Public Works Programs Coordinator.</p> <p>The Recology King County Solid Waste Collection contract is a 6-year contract dating from 2014, set to expire in May, 2023. The contract allows for two 2-year extensions under the current terms and conditions, and the City is operating now in the first of the two possible extensions.</p> <p>Recology King County has provided a competitive rate and for the last 8 years, and the City can continue to receive the same rates and performance levels for the next two years while we prepare for a 6 to 12-month process to plan for, and go out after new collection proposals for the next long-term solid waste contract.</p>

	<p>The presentation showed that Recology has met or exceeded performance metrics during their time of service. Current pricing rates to our residents and businesses are favorable compared to surrounding cities and it is unlikely we could get better rates in the current environment.</p> <p>Approving a two-year contract extension sets the City up for favorable conditions in which to study the market and prepare to negotiate favorably for the next solid waste contract.</p> <p>The options before the Committee now are to approve a two-year contract extension at the current rates, or negotiate a new contract at likely higher rates.</p> <p>Staff is asking for the Committee to approve placing the two-year extension of the current contract on Consent agenda at the December 13 Regular Council Meeting, with a recommendation to approve. This was approved unanimously by the Committee.</p>
<p>3. Memorials in the Right of Way</p>	<p>Discussion/Action Will Appleton, Public Works Director, presented a draft Roadside Memorials Policy for consideration.</p> <p>The Community of SeaTac has expressed an interest in roadside memorials for those who have lost their lives in roadway accidents caused by others, whether in a vehicle or as a pedestrian. While private memorials within the right of way (ROW) are not recommended due to the safety risks involved to those who wish to place, maintain, or pay respects to a memorial site, discussions with the T&PW Committee on this topic results in a draft policy created here for consideration.</p> <p>The Committee had asked at a previous meeting that the following elements be integrated into the policy:</p> <ul style="list-style-type: none"> • A cost of entry • A time limit for the memorial • Memorial element can be returned to the family • Keep it uncluttered, use existing infrastructure if possible • Opportunity to use the same memorial more than once • Limit the number of memorials in the ROW <p>After reviewing other jurisdiction's policies, the City of Kirkland's program was found to be an excellent model to base a SeaTac program on.</p> <p>The policy allows for the following:</p>

	<ul style="list-style-type: none"> • Consistent sign size and style to be placed at a safe location near to the accident site, but also safe for drivers and pedestrians; • It allows for more than one name to be placed on the sign; • A reasonable cost for the sign and post, or for a second name to be added to an existing sign • A time limit of five years for placement, then return to the family(s) • The signs to be placed will increase the public's awareness of the need to drive safely. <p>A question was raised as to whether the first person to ask for a sign to be placed at a location should bear the higher cost of both the sign and post, and then a second request for a name placard at the same location should only bear the cost of the lower amount. Staff will look into this.</p> <p>The Committee supported staff moving forward finalizing an administrative policy for roadside memorials. The item may not need to be taken to Council, due to its small costs, but staff will update the Committee when it is final.</p>
<p>5. Department Updates</p>	<p>Will Appleton, Public Works Director presented update items for the Committee.</p> <p>The City's snow response has been excellent. The crews got out in front of the cold and were able to place the brine mix on the roads at the optimum time; there were no breakdowns of equipment; Public Works, Parks and Facilities staff all were involved.</p> <p>The City is working on a memo with WSDOT regarding Phase 2 of SR-509 Extension, which will bring the freeway from 24th Ave South to South 188th Street. Construction will be in about three years.</p> <p>2023 will be a big design year for Public Works:</p> <ul style="list-style-type: none"> • S 204th Street, 32nd Ave S to 34th Ave S, will be complete streets project near Madrona Elementary. • Right of Way acquisition for Airport Station Pedestrian Project, a multi-year project with construction planned for 2024, 2025. • Phase 2 of 34th Ave S, S 166th to S 176th Streets. We have grant funding for this work. • Pedestrian Safety design work and construction. <p>In 2023, Miller Creek Daylighting Project construction will be underway, led by the City of Burien. River Ridge Sidewalk Project will be constructed. 2023 Overlay Project will be constructed, at S 154th Street, 24th Ave S to Des Moines Memorial Drive.</p>

	<p>Utility Box Wraps – 20 locations have been wrapped so far, with the remaining locations to be completed in 2023. 34th Ave S, Phase 1 Safe Routes to School will be completed by Third Quarter.</p> <p>In the first quarter of 2023, we will find out if the City was successful in their application for the Safe Streets For All federal grant, that will construct improvements along Military Road South, from South 150th Street to the north border of the City at S 128th Street.</p>
6. Adjourn	Meeting adjourned at 6:11PM.



MEMORANDUM

To: Transportation and Public Works Committee
From: William Appleton, Public Works Director
Date: 1/27/23
Subject: SR509 Phase 2 – Interlocal Agreement

Purpose:

To provide an overview of the final draft agreement (Interlocal Agreement “ILA”) between the City of SeaTac and the Washington State Department of Transportation (Parties) for Phase 2 of the SR509 Completion Project.

Background:

A Design-Build contract for Phase 2 of the SR509 Completion Project will be awarded by WSDOT in 2023 for construction in 2024. In advance of WSDOT proceeding with requests for proposals from firms, it is appropriate for the Parties to develop and enter into an agreement that documents understandings around project development and coordination including environmental approaches, construction approaches, property rights and permitting, payments and costs, and dispute resolution. The attached agreement has been through several iterations, has addressed concerns voiced by both parties and is now in a final draft form. No substantial changes are expected prior to finalizing the agreement. As similar agreement was entered into for Phase 1 of the SR509 Completion Project.

Options/Recommendation:

Staff is seeking a recommendation from committee to forward the attached agreement to full Council for consideration and approval.

FGCB XXxx

**INTERLOCAL AGREEMENT BETWEEN
WSDOT / CITY OF SEATAC**

This Interlocal Agreement (“Agreement”) is entered into by and between the Washington State Department of Transportation (“WSDOT”) and City of SeaTac (“City”), each a “Party” or collectively the “Parties.”

RECITALS

- A. WSDOT is a state agency authorized to plan, design, construct, operate and maintain highways in the State of Washington;
- B. City is a local agency authorized to plan, design, construct, operate and maintain streets and alleys within their corporate boundaries in the State of Washington;
- C. The Parties previously entered into agreement GCB 3068 establishing the City’s financial participation in Local Agency Partner contributions to the Puget Sound Gateway Program (“Program”) Stage 2 and the City’s participation in design coordination and concurrence during implementation of the Project.
- D. WSDOT is planning the construction of the SR 509/24th Avenue S to S 188th Street – New Expressway Project (“Project”), also known as the SR 509 Completion Project Stage 2, and portions thereof lie within the City corporate boundary. The City has certain design requirements or requests to be incorporated into the construction of the Project, which include historic markers, shared use path, roundabout (RAB) finishes, infrastructure for future City gateway features within the S 188th Street interchange, S 194th Street forward compatibility, signage on Des Moines Memorial Drive (DMMD), streetscape approaching the S 192nd Street overcrossing, and local road closure allowances.
- E. In instances where the WSDOT Project conflicts with any city street utility facilities (Facilities), WSDOT may not expend motor vehicle funds for any relocation, modification or removal (hereinafter collectively “Relocation”) of the Facilities in conflict with the Project, unless those Facilities occupy the public right-of-way (“ROW”) or public fee property pursuant to a compensable property interest (hereinafter collectively “Easement”). The City and/or utility owner will be responsible for Relocation costs of Facilities without an Easement right.
- F. The Parties enter into this Agreement with a mutual understanding that, notwithstanding the Parties’ execution and performance under this Agreement, each Party reserves all rights, claims, remedies, and defenses related to any payment made under this Agreement, including, without limitation, the right to seek reimbursement of any amounts paid by a Party in connection with this Agreement.

AGREEMENT

NOW THEREFORE, pursuant to WSDOT's authority granted pursuant to RCW 39.34, and in consideration of the terms, conditions, covenants, and performances contained herein, as well as the attached Exhibits which are incorporated and made a part hereof, the receipt and sufficiency of which are hereby acknowledged, the Parties mutually agree as follows:

1. Incorporation of Recitals. The above-stated Recitals are incorporated into this Agreement and made a part hereof by this reference to the same extent as if such Recitals were set forth in full at this point.

2. Project Development and Coordination.

2.1 Jurisdiction. The terms and commitments herein to meet the mutually-agreeable requirements of the City apply only to facilities within those street ROW areas outside of the WSDOT ROW turnback limits and to facilities within existing streets crossing WSDOT ROW to remain in service. WSDOT ROW limits are defined as those recorded on the current approved ROW Plans. WSDOT will coordinate and support the City to identify the extent of their corporate boundary legal descriptions tied to WSDOT ROW that have changes due to the new WSDOT ROW limits, including survey descriptions, map exhibits, and draft ordinance document review comments. The City will draft and execute the required ordinance document(s) to adopt the new boundary, including coordinating and facilitating joint resolutions/ordinances with the abutting cities that share the same boundary change, as required. The corporate boundary update will be completed by the City(s) prior to the completion of the WSDOT Project Notice to Proceed.

2.2 Review and Coordination. During the design phase (Request For Proposal "RFP" preparation) of this Project, WSDOT and City will identify the extent of the design elements and improvements within the city. WSDOT will provide City with Project design plans as early as possible, and will schedule and meet with City to review, to the extent knowable by WSDOT during Project development, the ROW and environmental requirements, facilities design, traffic maintenance, haul routes, potential pavement mitigation, and construction scheduling to ensure the City has opportunities to comment. The Parties will thereafter work cooperatively to concur with and incorporate the desired design elements, standards, aesthetics, material/finishes, and improvements and the timing and process to establish any property commitments or permits as required under Section 2.4.

The City acknowledges its obligation to plan for and participate in each of the Project's plan reviews and comment resolutions and task force meetings prior to construction plan Release for Construction (RFC), at City's cost. WSDOT acknowledges that fees for permit application and review will be charged to WSDOT's design-builder. City will participate in the Preconstruction meetings to coordinate and resolve any outstanding issues prior to beginning construction. The City acknowledges that WSDOT is the owner representative in the contract with the Design-Builder and WSDOT will act on behalf of the City to ensure that the work is performed in accordance with the contract, which includes the SeaTac Municipal Code and adopted City standards.

Review submittals to and from either Party will be transmitted prior to 12:00 pm on the due date day.

2.3 Environmental Approach. As outlined in the letter dated January 6, 2022, WSDOT right-of-way purchased prior to 1990 is exempt from the City's Critical Areas Rules. Buffer Impacts to Wetlands 22.40 and 21.75, were mitigated for through participation in the Des Moines Creek Basin Plan (DMCBP) and capital improvement projects (CIPs). Buffer impacts to Wetland 22.42, may be mitigated for at Barnes Creek. Wetland impacts may be mitigated for at

the AMB advance mitigation site. Wetland impact limits are as follows:

Permanent Impacts:

- To Cut and Fill grading lines
- To Drip line of Bridge
- 3' outside of Fill wall

Temporary Impacts

- 5' beyond Cut grading lines
- 20' beyond fill grading lines
- 5' outside dripline of bridge
- For Fill Walls: 5' outside of the 3' permanent impact line

As outlined and approved in the EIS dated 2003 the permanent termination of S 194th at the new SR 509 Expressway includes mitigation. Measures include, but are not limited to the following:

- Provide Wayfinding signs to be installed on S 8th Avenue to advise use of S 192nd for DMMD south access.
- Retain the existing weight restriction on S 194th as local traffic only.
- Construct the Lake to Sound Trail Segment C.
- Complete the S 192nd Street bridge work and open new street crossing prior to closing 194th to DMMD.
- Retain the existing alternate neighborhood connectivity to DMMD on S 196th Place

2.4 Construction Approach. WSDOT will construct the Project to meet the mutually-agreeable requirements of the City. WSDOT will include applicable sections from the SeaTac Municipal Code, adopted City standards and applicable City policies in the WSDOT construction contract documents for Stage 2 as Mandatory Standards for all work done on City ROW and property.

If the City wants any item of work constructed to deviate from what is required by SeaTac's Municipal Code and adopted City standards and policies published at the time the RFP is advertised, the City must inform WSDOT in writing at least thirty (30) days prior to the due date for Proposals. Otherwise, any change requested by City after the Proposals due date will be funded solely by the City if such change increases the cost of the Project. See Section 3.0 below. However, changes requested by the City after the Proposals due date that are necessary to bring the work in compliance with applicable sections of the SeaTac Municipal Code and adopted City standards and policies included in the advertised RFP, shall not be funded by the City.

The following design speeds will be used as the basis of design

DMMD/188th – 40 MPH

192nd – 35 MPH

194th – 35 MPH

DMMD (South) – 35 MPH

200th – 35 MPH

24th Ave. – 35 MPH

The desired design elements identified below are based on WSDOT's conceptual design. Some of these commitments may become null and void based on the final design of the selected Design-Builder:

a) Streetscape work within Project limits. Construct HMA travelled way surface, per WSDOT standards. Construct concrete curb, gutter, and 6' minimum width sidewalks per WSDOT Standard Plans, except where noted herein for DMMD. Construct RABs on DMMD/S 188th Street with stamped concrete finish medians and truck aprons and mountable curbing. Color will be Mount St. Helens Grey. Center zones of RAB's will be designed and constructed to allow for mutually agreed upon features coordinated prior to release of the RFP. These features include, but are not limited to the following:

- Conduit and junction box for electrical services for future City Gateway signage and appurtenances in RAB. A 6" casing for water that extends 6' beyond pavement and will be capped at both ends for future use.

If the City elects to have any proprietary gateway or signature features constructed or installed by the Project, the City will coordinate the details with the selected Design-Builder during the final design of the construction plans. WSDOT supports the City constructing feature(s) at the City's expense. The elements that are constructed must be mutually agreed upon by the City and WSDOT and be designed and constructed in accordance with WSDOT standards.

Construct new HMA shared use path on south side only of DMMD/S 188th across SR 509 and connect to the Lake to Sound trail on the west and the existing path on the east (along DMMD). Shared use path will be designed for loading to accommodate maintenance vehicles and maintenance construction equipment. Street lighting will also be installed along the street on the outside of the shared use path. Pedestrian scale lighting will not be provided for the shared use path. Existing pedestrian crossing and push buttons will be removed from the north side of the S 188th Street/Starling Drive intersection. No pedestrian access will be provided along the north side of DMMD or across the RABs.

The basic configuration for the new 192nd Street bridge will be two 14' lanes (to face of curb) and 6' sidewalks (from back of curb) on both sides. Construct concrete sidewalk west and east of the bridge to the limits of WSDOT ROW. Sidewalk extending beyond WSDOT ROW may be constructed upon concurrence and in accordance with the terms of betterments in Section 3.0.

Terminate S 194th Street on the west side of SR 509 ROW and construct new sidewalk, curb, and gutter widened corner connection with 11th Place south leg, including 30' driveway approach for 11th Place private drive. Construct new WSDOT standard chain link fencing along the ROW, including a gated WSDOT pond access driveway at former 194th intersection with Des Moines Memorial Drive.

Retain and protect City's existing shared use path and associated drainage on S 200th Street. The existing park fencing along S 200th that is temporarily removed for construction will be replaced in kind.

Use WSDOT standard MMA pavement markings for permanent striping and 3M brand taped pavement markings for temporary striping. Non-standard decorative, signature, or gateway features may be constructed upon concurrence and in accordance with the terms of betterments in Section 3.0.

b) Structure finish and trim. Comply with requirements set forth in the SR 509 Completion Project Phase 1 Urban Design Criteria (Exhibit B) attached hereto and made a part of this agreement.

- c) Illumination work within Project limits. Replace existing mast lighting, attached to PSE poles being relocated, in kind. Replace the existing pedestrian path lighting on S 200th Street that will be removed under the new bridge construction. Underdeck lights will be installed if there is insufficient clearance to accommodate the City's proprietary pedestrian light poles. Lighting fixtures under deck on WSDOT bridge structures/abutments will be installed per WSDOT standards and owned by WSDOT. New continuous street lighting may be constructed upon concurrence and in accordance with the terms of betterments in Section 3.0. Independent lighting for pedestrian paths will be installed, powered, and maintained at City's expense in accordance with the terms of betterments in Section 3.0. Rapid Flashing Beacons will be installed for all pedestrian crossings at the RABs.
- d) Signing work within Project limits. Replace existing street signs that are disturbed or do not meet WSDOT standards. Provide wayfinding signage near the new shared use path connections with the existing trail system. Provide new street signage needed for safe operation of the RABs. Signs will be ground post mounted per WSDOT standard drawings. Sign bridges, cantilevers, or bridge mounts requested by the City instead of ground post mounting will be considered a betterment and paid for by the City per Section 3.0 upon approval. New signs requested by the City that did not exist prior to the Project that are not warranted for safe operation will be considered a betterment and paid for by the City per Section 3.0 upon approval. The City acknowledges that the existing street right of way width for westbound DMMD is insufficient to accommodate standard offsets for street sign placement. WSDOT will secure sufficient right of way width or permit rights to install new signs needed for the interchange ramps. It will be the City's responsibility to secure sufficient right of way width or permit rights to install any new City signage per Section 2.5.
- e) Des Moines Memorial Drive work within Project limits. Plant Elm trees 80' on-center (OC) on both sides of the street where feasible with 3 year establishment period required. Plant wildflower seed mix around trees and along 10' wide strip behind the sidewalk where there is sufficient ROW. Install memorial markers in sidewalk 80' OC. Protect and accommodate the Corridor Enhancement Site (CES) located at the DMMD/188th/12th intersection. City will facilitate WSDOT obtaining temporary construction rights on the CES property as needed for Project work that interfaces with the site. City will be responsible for hanging/attaching memorial banners to street light poles as desired. Any of the old DMMD brick roadbed encountered during excavation work will be disposed of with the other roadway excavation material.
- f) Utility relocation work within Project limits. Existing utilities within the street ROW are there by franchise rights (defined by WSDOT as "Type 1" where referenced in contracts) and any conflicting facilities shall be relocated at the owner's cost. In the event that a Type 1 utility owner will not relocate at their cost any portion of their facilities that are in conflict with the Project, and the City is unable to enforce the franchise, the street improvements requested or required by the City that are dependent on the relocation may be removed from the Project by mutual agreement and will become a separate construction contract administered by the City and funded by the mutual agreement.
- g) Forward compatibility. Street improvement projects planned by the City beyond the WSDOT ROW may be added to the Project by mutual executed agreement and will be the City's cost responsibility.

- h) Regional Storm Water Detention (RSWD) Pond work. WSDOT will modify the City's existing RSWD pond near 24th Avenue S to provide an equal volume (flow control) capacity and water quality functionality, full circulation access, equivalent emergency overflow feature, and bio-treatment swale replacement. RSWD Pond modifications shall also comply with requirements of the Des Moines Basin Plan as it discharges into Des Moines Creek. RSWD Pond will be expanded to the south on property acquired by WSDOT and conveyed to City per the Land Exchange Agreement dated 11/27/18. Improvements/upgrades to the RSWD pond's existing capacity, quality, functionality requested by the City will be considered a betterment and paid for by the City per Section 3.0 upon approval.

2.5 Property Rights and Permitting. For the purpose of reducing duplicative procedures where street right of way use is concerned, in instances where the Parties agree the public-right of way is under permanent WSDOT control (inside Turnback line), City will not be required to issue permits for the Project work. In instances where the Parties agree the public right of way is outside of WSDOT right of way control (outside Turnback line), City will issue WSDOT and their Design-Builder a Street ROW Use Permit for the Project work. City grants WSDOT and their Design-Builder the right to construct all the improvements in existing City right of way and acknowledges that WSDOT requires a Contract Bond for the full Proposal amount from the Design-Builder that includes permit related costs.

Use of street Rights of Way along DMMD, Des Moines Memorial Drive, S 192nd Street, S 194th Street, S 196th Street, S 200th Street, 18th Avenue S, 24th Avenue S. and S 204th Street will be turned back to the City shortly after Project completion. Property acquired by WSDOT for constructing City facilities will be conveyed to the City shortly after Project completion, pursuant to the Land Exchange Agreement that addresses the various property transfers between the Parties for the Project. WSDOT will be responsible for recording relinquishments and transfers in the King County Auditor office.

~~Temporary~~

Easements acquired on city property for Project work will require written notification to the City of begin and end dates of activation

2.6 WSDOT will issue/transfer a no-cost lease to the City in exchange for operating and maintaining the Lake to Sound Trail Segment C portions on WSDOT right of way within City limits. The lease transfer for the Trail will be issued promptly after those improvements are completed by King County Parks.

2.7 Street Closure limits and allowances. WSDOT will coordinate the Maintenance of Traffic (MOT) conditions with the City prior to and during construction. Currently anticipated and planned traffic restrictions include the following, which are subject to change based upon the final design of the selected Design Builder:

- a) The City concurs that S 192nd street can be closed across the SR 509 ROW for up to 9 months during the new bridge construction. For the duration of such closure, S 188th and S 194th will remain open during this period. Access to abutting properties will be maintained 24/7 with flagging stations as needed.
- b) DMMD, and S 200th Street will be restricted or closed periodically short term (less than 1 work shift) with flagging stations as needed for new bridge construction. Access to abutting properties will be maintained 24/7 with flagging stations as needed.

- c) DMMD/S 188th Street may be restricted lanes during weekdays and closed periodically for weekend and night closures in coordination with the City.
- d) Additional Maintenance of Traffic strategies may be necessary during construction as will be coordinated with the City.

2.8 Maintenance Responsibility of active streets within WSDOT ROW will be a separate agreement (Appendix A) attached hereto and made a part hereof.

2.9 WSDOT shall allow City inspectors access to the Project construction site to inspect any City permitted work involving City-owned property, right of way or utilities, or property to be transferred to and/or maintained by the City after construction, at reasonable times and with the prior consent of WSDOT upon 48 hours prior written notice to the WSDOT project engineer.. WSDOT acknowledges that compliance inspections for City permits will be charged to WSDOT's Design-Builder.

2.10 The provisions in FHWA-1273 (Exhibit C) attached hereto and made a part of this agreement will apply to all work on this Project.

3. Payment and Costs.

The City acknowledges that requests for change(s) to the WSDOT construction contract, other than changes that are necessary to bring the design in compliance with applicable sections of the SeaTac Municipal Code and adopted City standards and policies, may increase costs for the City and that WSDOT will not implement any such change(s) unless the City agrees in advance in writing to be solely responsible for the costs associated with such change. All such changes shall ultimately be made at the sole discretion of WSDOT. WSDOT acknowledges that the City shall not be responsible for increased costs for any design changes requested by the City that are necessary to bring the design or the work in compliance with applicable sections of the SeaTac Municipal Code, adopted City standards, or the SSDP as of the **Project** RFP issue date

Betterment. Notwithstanding the foregoing, if City desires to include a betterment in the above design elements work at any specific location, WSDOT will allow for betterment work to be performed, provided the Parties can reasonably coordinate the Project schedule to accommodate the betterment work without increasing Project costs or delaying the Project. Betterment is defined as any significant deviation or upgrading of the design being contemplated during the implementation of the Project that is not attributable to the highway construction or to meeting current requirements or standards and is made solely for the benefit of and at the election of City. The difference in cost between the minimum construction required as a result of the Project and City's desired betterment shall be at City's sole expense and the additional funds authorized by amendment to GCB 3068. The estimated cost of betterments to be paid by the City will be fully loaded, including but not limited to Design-Builder's change order markup, sales tax, WSDOT construction engineering management labor, and WSDOT regional overhead markup.

If betterment is pursued for sidewalks on S 192nd St., SeaTac will cover the additional costs.

4. Indemnification.

To the extent permitted by law, WSDOT and the City shall protect, defend, indemnify, and save harmless each other, their respective officers, officials, employees, and agents, while acting within the scope of their employment as such, from any and all costs, claims, judgment,

and/or awards of damages, arising out of, or in any way resulting from, indemnifying party's (WSDOT and the City) negligent acts or omissions. Neither WSDOT nor the City will be required to indemnify, defend, or save harmless each other if the claim, suit, or action for injuries, death, or damages is caused by the sole negligence of the other party. Where such claims, suits, or actions result from concurrent negligence of WSDOT and the City, the indemnity provisions provided herein shall be valid and enforceable only to the extent of WSDOT's or the City's own negligence. WSDOT and the City agree that their respective obligations under this subsection extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, WSDOT and the City, by mutual negotiation, hereby waive, with respect to the other party only, any immunity that would otherwise be available against such claims under the industrial insurance provisions of Title 51 RCW. In the event that WSDOT or the City incurs any judgment, award, and/or cost arising therefrom, including attorneys' fees, to enforce the provisions of this section, all such fees, expenses, and costs shall be recoverable by the prevailing party. This indemnification shall survive the termination of this Agreement.

5. Dispute Resolution, Governing Law and Venue

In order to expeditiously and permanently resolve a dispute arising under this Agreement, the Parties hereby agree as follows.

WSDOT and City shall each appoint a member to a disputes board; these two members shall select a third member not affiliated with either agency. The three-member board shall conduct a dispute resolution hearing that shall be informal and unrecorded. An attempt at such dispute resolution in compliance with the aforesaid process shall be a prerequisite to the filing of any litigation concerning the dispute. The Parties shall equally share in the cost of the third disputes board member; however, each Party shall be responsible for its own costs and fees.

In the event that either Party deems it necessary to institute legal action or proceedings following the decision of the disputes board, the Parties agree that any such action or proceedings shall be brought either in the superior court situated in King City, Washington, or the United States District Court for the Western District of Washington. Further, the Parties agree that each shall be responsible for its own attorneys' fees and costs.

6. General Provisions

6.1 Breach. If a Party is in material breach of or fails to perform the terms and provisions of this Agreement and such failure continues for a period for thirty (30) days after written notice from the other Party (or if such failure is not susceptible of a cure within such thirty (30) day period, cure has not been commenced within such thirty (30) day period and diligently pursued thereafter to completion), then such non-defaulting Party may, (a) terminate this agreement, and (b) pursue any remedies it may have under applicable law or principles of equity relating to such default, including an action for damages, specific performance and/or injunctive relief. Where the non-defaulting Party pursues an action for damages or otherwise, such party shall be entitled to reasonable attorneys' fees, court costs and associated expenses in any prevailing action, if awarded in such action.

6.2 Rights and Remedies. The rights and remedies of the Parties to this Agreement are in addition to any other rights and remedies provided by law, except as otherwise provided in this Agreement.

6.3 No Waiver. Failure of a Party to enforce any term under this agreement shall not be deemed, nor shall it constitute, a waiver of such term or any other term, unless otherwise provided in a writing executed by the Party charged.

6.4 No Agency. No joint venture or partnership is formed as a result of this Agreement. No employees, agents or subcontractors of one Party shall be deemed, or represent themselves to be, employees of any other Party.

6.5 No Third Party Rights. It is understood and agreed that this Agreement is solely for the benefit of the Parties hereto and gives no right to any other party. Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any persons other than the Parties.

6.6 Binding on Successors; Survival. All of the terms, provisions and conditions of this Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors, permitted assigns and legal representatives. This Agreement supersedes every antecedent or concurrent oral and/or written declaration or understanding respecting the Relocation Work and the Project.

6.7 Compliance with Laws. Each of the Parties shall comply, and to the best of its ability shall ensure, that its employees, agents, consultants and representatives comply with all federal, state, and local laws, regulations, and ordinances applicable to the work and services to be performed.

6.8 Designated Representatives and Notice.

- (a) City's Designated Representative for this Agreement is [REDACTED].
- (b) WSDOT's Designated Representative for this Agreement is Ali Amiri Project Engineer (AmiriA@wsdot.wa.gov).
- (c) Changes to Designated Representative shall be made by notice pursuant to 6.8(d).
- (d) Notice. Unless otherwise provided herein, all notices, communications and deliveries required or permitted under this Agreement shall be in writing and shall be (a) delivered personally, (b) sent by overnight commercial air courier (such as Federal Express), or (c) mailed, postage prepaid, certified or registered mail, return receipt requested; to the parties at the addresses hereinafter set forth:

City

[REDACTED]

WSDOT

Ali Amiri – Design Project Engineer
AmiriA@Wsdot.WA.Gov
SR 509 New Expressway
999 Third Avenue Suite 2300
Seattle, WA 98104

6.9 Interpretation. This Agreement is the result of negotiations between the Parties. Any ambiguity in this Agreement shall not be presumptively construed in favor of or against any party.

6.10 Authority. Each Party represents and warrants that it has the requisite authority to execute this Agreement.

6.11 Amendment. This Agreement may be amended or modified only by the mutual agreement of the Parties. Such amendments or modifications shall not be binding unless they are in writing and signed by persons authorized to bind each of the Parties.

6.12 Counterpart and Electronic Signature. This Agreement may be signed in multiple counterparts, each of which constitutes an original and all of which taken together constitute one and same agreement. Electronic signatures or signatures transmitted via e-mail in a "PDF" may be used in place of original signatures on this Agreement. The Parties intend to be bound by its electronic or "PDF" signature on this Agreement, are aware that the other Parties are relying on its electronic or "PDF" signature, and waives any defenses to the enforcement of this Agreement based upon the form of signature.

6.13 Audits/Records. All records for the PROJECT in support of all costs incurred shall be maintained by WSDOT for a period of six (6) years from the date of termination of this Agreement or any final payment authorized under this Agreement, whichever is later. The CITY shall have full access to and right to examine said records, during normal business hours and as often as it deems necessary. Should the CITY require copies of any records, it agrees to pay the costs thereof. In the event of litigation or claim arising from the performance of this Agreement, the Parties agree to maintain the records and accounts until such litigation, appeal or claims are finally resolved. This section shall survive the termination of this Agreement. The Parties agree that the work performed herein is subject to audit by either or both Parties and/or their designated representatives, and/or the federal/state government.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed by their respective, authorized representatives as of the Party's date signed last below.

For Washington State Department of Transportation

For City

INTERLOCAL AGREEMENT BETWEEN
WSDOT / CITY OF SEATAC

This Interlocal Agreement (“Agreement”) is entered into by and between the Washington State Department of Transportation (“WSDOT”) and City of SeaTac (“City”), each a “Party” or collectively the “Parties.”

RECITALS

- A. WSDOT is a state agency authorized to plan, design, construct, operate and maintain highways in the State of Washington;
- B. City is a local agency authorized to plan, design, construct, operate and maintain streets and alleys within their corporate boundaries in the State of Washington;
- C. The Parties previously entered into agreement GCB 3068 establishing the City’s financial participation in Local Agency Partner contributions to the Puget Sound Gateway Program (“Program”) Stage 2 and the City’s participation in design coordination and concurrence during implementation of the Project.
- D. WSDOT is planning the construction of the SR 509/-24th Avenue S to S 188th Street/S-188th Street DMMD – New Expressway Project (“Project”), also known as the SR 509 Completion Project Stage 2, and portions thereof lie within the City corporate boundary. The City has certain design requirements or requests to be incorporated into the construction of the Project, which include historic markers, shared use path, roundabout (RAB) finishes, wiring for electrical services infrastructure for future City Gateway signage features in RAB within the S DMMD 188th S-188th Street Street interchange, S 194th Street forward compatibility, signage on Des Moines Memorial Drive (DMMD) S-188th-Street, streetscape approaching the S 192nd Street overcrossing, and local road closure allowances.
- E. In instances where the WSDOT Project conflicts with any city street utility facilities (Facilities), WSDOT may not expend motor vehicle funds for any relocation, modification or removal (hereinafter collectively “Relocation”) of the Facilities in conflict with the Project, unless those Facilities occupy the public right-of-way (“ROW”) or public fee property pursuant to a compensable property interest (hereinafter collectively “Easement”). The City and/or utility owner will be responsible for Relocation costs of Facilities without an Easement right.
- F. The Parties enter into this Agreement with a mutual understanding that, notwithstanding the Parties’ execution and performance under this Agreement, each Party reserves all rights, claims, remedies, and defenses related to any payment made under this Agreement, including, without limitation, the right to seek reimbursement of any amounts paid by a Party in connection with this Agreement.

Commented [WA1]: didn't GCB 3068 establish the local agency contribution for all phases?

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Commented [DH2]: Official project name, so can't change to DMMD.

Commented [DH3]: Actual name of I/C

Commented [WA4]: Suggest something a bit more broad....infrastructure necessary to support a City of SeaTac gateway feature within the WSDOT limited access area. This is likely to be limited to foundation and electrical service

Commented [FC5R4]: Also asked for conduit to run water/irrigation

Commented [FC6]: Is this referring to City or WSDOT ROW and Fee Property? If referring to City ROW, make that explicitly clear. This is related to past experience on S 208th St/S 206th St/34th Ave S road mitigation work related to Stage 1B.

Commented [RK7R6]: This applies to all ROW owned by City or WSDOT and all fee property owned by City or WSDOT, as written.

Commented [WA8]: Need clarification on this.

Commented [FC9R8]: Franchise Agreements with Water/Sewer are currently expired.

AGREEMENT

NOW THEREFORE, pursuant to WSDOT’s authority granted pursuant to RCW 39.34, and in consideration of the terms, conditions, covenants, and performances contained herein, as well as the attached Exhibits which are incorporated and made a part hereof, the receipt and sufficiency of which are hereby acknowledged, the Parties mutually agree as follows:

- 1. Incorporation of Recitals. The above-stated Recitals are incorporated into this Agreement and made a part hereof by this reference to the same extent as if such Recitals were set forth in full at this point.
- 2. Project Development and Coordination.

2.1 — Jurisdiction. The terms and commitments herein to meet the mutually-agreeable requirements of the City apply only to facilities within those street ROW areas outside of the WSDOT ROW turnback limits and to facilities within existing streets crossing WSDOT ROW to remain in service. WSDOT ROW limits are defined as those recorded on the current approved ROW Plans.

2.1 WSDOT will coordinate and support the City to identify the extent of their corporate boundary legal descriptions tied to WSDOT right-of-way ROW that have changes due to the new WSDOT right-of-way ROW limits, including survey descriptions, map exhibits, and draft ordinance document review comments. The City will initiate draft and execute the required ordinance document(s) to adopt the new boundary, including coordinating and facilitating joint resolutions/ordinances with the abutting cities that share the same boundary change, as required. The corporate boundary update will be completed by the City(s) prior to the completion of the WSDOT SR-509 project construction Stage 2 Project Notice to Proceed.

2.2 Review and Coordination. During the design phase (Request For Proposal “RFP” preparation) of this Project, WSDOT and City will identify the extent of the design elements and improvements within the city. WSDOT will provide City with Project design plans as early as possible, and will schedule and meet with City to review, to the extent knowable by WSDOT during Project development, the right-of-way ROW and environmental requirements, facilities design, traffic maintenance, haul routes, potential pavement mitigation, and construction scheduling to ensure the City has opportunities to comment. The Parties will thereafter work cooperatively to concur with and incorporate the desired design elements, standards, aesthetics, material/finishes, and improvements and the timing and process to establish any property commitments or permits as required under Section 2.4.

The City acknowledges its obligation to plan for and participate in each of the Project’s plan reviews and comment resolutions and task force meetings prior to construction plan Release for Construction (RFC), at City’s cost. WSDOT acknowledges that fees for permitting application and review and fees for RFC/Design Build submittals will be charged to WSDOT’s design-builder. City will participate in the Preconstruction meetings to coordinate and resolve any outstanding issues prior to beginning construction. The City acknowledges that WSDOT is the owner representative in the contract with the Design-Builder and WSDOT will act on behalf of the City to ensure that the work is performed in accordance with the contract, which includes the SeaTac Municipal Code and adopted City standards.

Review submittals to and from either Party will be transmitted prior to 12:00 pm on the due date

Commented [DT10]: Is this a typo? Accidental new paragraph?

Commented [FC11R10]: Don't know what rest of paragraph 1 is meant to say.

Commented [CG12R10]: Revert to "simple markup" to see that it is 1 paragraph

Commented [WA13]: Would like to be a bit more explicit on what WSDOT will do in this effort and what the City is agreeing to do.

Commented [FC14R13]: SeaTac will support/coordinate/review but will lead this effort. Any changes necessitated by Stage 2 is viewed as WSDOT responsibility.

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Commented [FC15]: Is there a timeline for these joint resolutions/ordinance to occur?

Commented [CG16R15]: Targeting 12/31/2022

Commented [WA17R15]: the target date will not be achievable. Are the draft ordinances and supporting survey work complete?

Commented [FC18R15]: Need to revise target dates. Last Council meeting in 2022 is 12/13. Plan for 2023 action.

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Commented [WA19]: Assume haul routes and potential pavement mitigation would be discussed here.

Commented [FC20R19]: Confirm where pavement restoration will be documented.

Commented [FC21]: City is agreeable to 2.4 only for preparation of the Request for Proposal. Permitting review for Release for Construction/Design Build submittals will be charged to WSDOT.

Commented [WA22R21]: Agree. Section 2.9 language around inspection costs will likely need to be addressed along with this issue.

Commented [CG23R21]: There are no permitting review activities for RFC submittals

Commented [WA24R21]: To clarify, permitting review fees would only apply to work being done in City ROW as ...

Commented [FC25R21]: Clarify comment on "no permitting review activities for RFC submittals". This is t ...

Commented [HE26]: I would like to see a table or list of Design Speeds for each local road to be used for Intersect ...

Commented [CG27R26]: Added in section 2.4

day.

2.3 Environmental Approach. As outlined in the letter dated January 6, 2022 ~~November 23, 2021~~, WSDOT right-of-way purchased prior to 1990 is exempt from the City's Critical Areas Rules. Buffer Impacts to Wetlands 22.40 and 21.75, were mitigated for through participation in the Des Moines Creek Basin Plan (DMCBP) and capital improvement projects (CIPs). Buffer impacts to Wetland 22.42, may be mitigated for at Barnes Creek. Wetland impacts may be mitigated for at the AMB advance mitigation site. Wetland impact limits are considered to be determined as follows:

Commented [JK28]: Here is the letter they reference. I worked with them on this letter and concur with the statements in 2.3.
"G:\CED\Planning\LongRangePlanning\Transportation\WSDOT\SR-509 Gateway Project\EnvironmentalReview\City of SeaTac Letter 509-0147.pdf"
Commented [JK29]: I believe this is the correct date of the letter.

Permanent Impacts:

- To Cut and Fill grading lines
- To Drip line of Bridge
- 3' outside of Fill wall

Temporary Impacts

- 5' beyond Cut grading lines
- 20' beyond fill grading lines
- 5' outside dripline of bridge
- For Fill Walls: 5' outside of the 3' permanent impact line

As outlined and approved in the EIS dated 2003 the permanent termination of S 194th at the new SR 509 Expressway includes mitigation. Measures include, but are not limited to the following:

- Provide Wayfinding signs to be installed on S 8th Avenue to advise use of S 192nd for Des Moines Memorial Drive South (DMMD south) access.
- Retain the existing weight restriction on S 194th as local traffic only.
- Construct the Lake to Sound Trail Segment C.
- Complete the S 192nd Street bridge work and open new street crossing prior to closing 194th to DMMD.
- Retain the existing alternate neighborhood connectivity to DMMD on S 196th Place

Commented [FC30]: SeaTac wants confirmation this is same on Des Moines MOU.
Commented [RK31R30]: Confirmed.

2.4 Construction Approach. WSDOT will construct the Project to meet the mutually-agreeable requirements of the City. WSDOT will include applicable sections from the SeaTac Municipal Code, and adopted City standards and applicable City policies in the WSDOT construction contract documents for Stage 2 as Mandatory Standards for all work done on City right-of-wayROW and property.

Commented [WA32]: Is

If the City wants any item of work constructed to deviate from what is required by SeaTac's Municipal Code and adopted City standards and policies published at the time the RFP was advertised, the City must inform WSDOT in writing prior to at least thirty (30) days prior to WSDOT's addendum the -due date for Proposals of such changes. Otherwise, any change requested by City after the addendum Proposals due date will be funded solely by the City if such change increases the cost of the Project. See Section 3.0 below. However, changes requested by the City after the addendum Proposals due date that are necessary to bring the work in compliance with applicable sections of the SeaTac Municipal Code and adopted City standards and policies included in the advertised RFP, shall not be funded by the City.

The following design speeds will be used as the basis of design

DMMD/188th – 40 MPH

192nd – 35 MPH

194th – 35 MPH

DMMD (South) – 35 MPH

200th – 35 MPH

24th Ave. – 35 MPH

The desired design elements identified below are based on WSDOT’s conceptual design. Some of these commitments may become null and void based on the final design of the selected Design-Builder:

a) Streetscape work within Project limits. Construct HMA travelled way surface, per WSDOT standards. Construct concrete curb, gutter, and 6’ minimum width sidewalks per WSDOT Standard Plans, except where noted herein for DMMD. Construct RABs on S 160th Street and S 188th Street DMMD/S 188th Street with stamped concrete finish medians and truck aprons and mountable curbing. Color will be Mount St. Helens Grey. Center zones of RAB’s will be designed and constructed to allow for with mutually agreed upon features coordinated prior to release of the RFP. These features include, but are not limited to the following:-

- wiring Conduit and junction box for electrical services for future City Gateway signage and appurtenances in RAB.
- A 6” sleeve casing for water that extends 6’ beyond pavement and will be capped at both ends for future use.-

If the City elects to have any proprietary gateway or signature features constructed or installed by the Project, the City will coordinate the details with the selected Design-Builder during the final design of the construction plans. WSDOT supports the City constructing feature(s) at the City’s expense. The elements that are constructed must be mutually agreed upon by the City and WSDOT and be designed and constructed in accordance with WSDOT standards.-

Construct concrete sidewalk on north side only of S 160th Street across SR 509 and connect to existing sidewalk or shoulder on either end. Construct new HMA shared use path on south side only of DMMD/S 188th across SR 509 and connect to the Lake to Sound trail on the west and the Corridor Enhancement Site existing path on the east (along DMMD Des Moines Memorial Drive South). Shared use path will be designed for loading to accommodate maintenance vehicles and maintenance construction equipment. Street and pedestrian lighting will also be installed along the street on the outside of the shared use path. Pedestrian scale lighting will not be provided for the shared use path. Existing pedestrian crossing and push buttons will be removed from the north side of the S 188th Street/Starling Drive intersection. No to no pedestrian access will be provided along the north side of DMMD or across the RABs.

The basic configuration for the new 192nd Street bridge will be two 14’ lanes (to face of curb/gutter pan) and 6’ sidewalks (from back of curb) on both sides. Construct concrete sidewalk west and east of the bridge to the limits agreed to by both Parties in accordance with the terms in Exhibit A, attached hereto and made a part of this agreement of WSDOT ROW. Sidewalk extending beyond WSDOT ROW may be constructed upon concurrence and in accordance with the terms of betterments in Section 3.0.

Commented [FC33]: This is Burien's jurisdiction and should not be included.

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Commented [DT34]: Here's where they talk about the 188th roundabouts. Is this where we add language pursuant to our conversations about being able to come in later to build stuff within the rbats?

Commented [FC35R34]: Yes. Also mentioned previously in Recital D.

Commented [CG36]: We need to add language for conduit responsibilities for SeaTac

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Commented [DT37]: Here's where they talk about building the shared-use path on the south side of 188th. Confirm this sounds good?

Commented [FC38R37]: Yes, that aligns with what I recall.

Commented [DT39]: Here's where they confirm they will construct sidewalks on both sides of 192nd and extend them to limits we agree to. Confirm this sounds good?

Commented [FC40R39]: Yes

Commented [CG41R39]: Need to agree to the limits of the sidewalk and agree to the betterment costs beyond WSDOT ROW

Commented [WA42R39]: If no betterments, then we need to agree on how and where the sidewalk transitions.

Commented [FC43R39]: Transitions to start at Limited Access boundary, not within LA.

Commented [WA44]: Need to consider a bike/ shared use path on this bridge. While not a bike route in our TMP, I am not sure the TMP contemplated SR509 and the barrier that results

Commented [FC45R44]: Minimum 10-ft wide shared use path with barrier across bride. Decrease travel lanes to 11-ft.

Terminate S 194th Street on the west side of SR 509 ROW and construct new sidewalk, curb, and gutter widened corner connection with 11th Place south leg, including 30' driveway approach for 11th Place private drive. Construct new WSDOT standard chain link fencing along the ROW, including a gated WSDOT pond access driveway at former 194th intersection with Des Moines Memorial Drive.

Retain and protect City's existing shared use path and associated drainage on S 200th Street. The existing park fencing along S 200th that is temporarily removed for construction will be replaced in kind.

Use WSDOT standard MMA pavement markings for permanent striping and 3M brand taped pavement markings for temporary striping. Non-standard decorative, signature, or gateway features may be constructed upon concurrence and in accordance with the terms of betterments in Section 3.0.

- b) Structure finish and trim. Comply with requirements set forth in the SR 509 Completion Project Phase 1 Urban Design Criteria (Exhibit B) attached hereto and made a part of this agreement.
- c) Illumination work within Project limits. Replace existing mast lighting, attached to PSE poles being relocated, in kind. Replace the existing pedestrian path lighting on S 200th Street that will be removed under the new bridge construction. Underdeck lights will be installed if there is insufficient clearance to accommodate the City's proprietary pedestrian light poles. Lighting fixtures under deck on WSDOT bridge structures/abutments will be installed per WSDOT standards and owned by WSDOT. New continuous street lighting may be constructed upon concurrence and in accordance with the terms of betterments in Section 3.0. Independent lighting for pedestrian paths will be installed, powered, and maintained at City's expense in accordance with the terms of betterments in Section 3.0. Rapid Flashing Beacons will be installed for all pedestrian crossings at the RABs.
- d) Signing work within Project limits. Replace existing street signs that are disturbed or do not meet WSDOT standards. Provide wayfinding signage near the new shared use path connections with the existing trail system. Provide new street signage needed for safe operation of the RABs. Signs will be ground post mounted per WSDOT standard drawings. Sign bridges, cantilevers, or bridge mounts requested by the City instead of ground post mounting will be considered a betterment and paid for by the City per Section 3.0 upon approval. New signs requested by the City that did not exist prior to the Project that are not warranted for safe operation will be considered a betterment and paid for by the City per Section 3.0 upon approval. The City acknowledges that the existing street right of way width for westbound S-188th DMMD is insufficient to accommodate standard offsets for street sign placement. WSDOT will secure sufficient right of way width or permit rights to install new signs needed for the interchange ramps. ~~and~~ it will be the City's responsibility to secure sufficient right of way width or permit rights to install any required new City signage per Section 2.5.
- e) Des Moines Memorial Drive work within Project limits. Plant Elm trees 80' on-center (OC) on both sides of the street where feasible with 3 year establishment period required. Plant wildflower seed mix around trees and along 10' wide strip behind the sidewalk where there is sufficient ROW. Install memorial markers in sidewalk 80' OC. Protect and accommodate the Corridor Enhancement Site (CES) located at the DMMD/188th/12th intersection. City will facilitate WSDOT obtaining temporary construction rights on the CES property as needed for Project work that interfaces with the site. City will be

Commented [DT46]: Are we requesting any signs on or along the highway?

Commented [FC47R46]: SeaTac does not consider Destination/Services signs along SR509 as a betterment. Provide an example of what WSDOT considers a betterment sign.

Commented [CG48R46]: Is the City requesting SeaTac destination signs along 509?

Commented [FC49R46]: Possible destinations signs are, SeaTac Des Moines Creek Park trailhead, Lakes to Sound Trail, Angle Lake Station, Des Moines Business Park, Interim Airport South Access.

Commented [DT50]: Our responsibility to secure ROW for signage along westbound 188th? Isn't that land all owned by the Port?

Commented [FC51R50]: SeaTac does not agree to this statement.

What signs are subject to this statement? Are they existing signs impacted by the project or new signs associated with wayfinding through the proposed interchange? How is it SeaTac's responsibility to procure ROW/rights for these signs.

Commented [RK52R50]: This statement applies to signs owned and maintained by the City, such as speed limit, street names, city center, photo enforced, low aircraft, etc. The city has paved S 188th so wide that it fills the existing street R/W width and there is no room for the signs to meet municipal/king Co offset code requirements. They will be encroaching on the abutting property to meet code. If WSDOT is asked to relocate/replace/install new any city street signs under this agreement, there will need to be legal rights or width to do so.

Commented [DT53]: What does "OC" mean? Of Center?

Commented [FC54R53]: On-center

Commented [DT55]: Spell out "year"?

Commented [RK56]: Confirm if this is an either or with trees

Commented [CG57R56]: Verify that medallions/stars are required with or without trees every 80'

Commented [FC58R56]: The DMMD Corridor Plan calls for both.
<https://www.seatacwa.gov/home/showpublisheddocument/14703/636301021452800000>

responsible for hanging/attaching memorial banners to street light poles as desired. Any of the old DMMD brick roadbed encountered during excavation work will be disposed of with the other roadway excavation material.

f) Utility relocation work within Project limits. Existing utilities within the street ROW are there by franchise rights (defined by WSDOT as "Type 1" where referenced in contracts) and any conflicting facilities shall be relocated at the owner's cost. In the event that a Type 1 utility owner will not relocate at their cost any portion of their facilities that are in conflict with the Project, and the City is unable to enforce the franchise, the street improvements requested or required by the City that are dependent on the relocation may be removed from the Project by mutual agreement and will become the a City's responsibility to construct separate construction contract administered by the City and funded by the mutual agreement.

g) Forward compatibility. The new box culvert crossing under DMMD, if constructed, will be designed to accommodate a future surface width of 58 feet between back of sidewalks.

g) Street improvement projects planned by the City beyond the WSDOT ROW may be added to the Project by mutual executed agreement and will be the City's cost responsibility.

h) Regional Storm Water Detention (RSWD) Pond work. WSDOT will reconstruct/modify the City's existing regional detention RSWD pond near 24th Avenue S to provide an equal or greater volume (flow control) capacity and water quality functionality, full circulation access, equivalent emergency overflow feature, and bio-treatment swale replacement. RSWD Pond modifications Restoration of the pond shall also comply with requirements of the Des Moines Basin Committee Plan as it discharges into Des Moines Creek. RSWD Pond will be expanded to the south on property acquired by WSDOT and conveyed to City per the Land Exchange Agreement dated 11/27/18. Improvements/upgrades to the RSWD pond's existing capacity, quality, functionality requested by the City will be considered a betterment and paid for by the City per Section 3.0 upon approval.

2.5 Property Rights and Permitting. For the purpose of reducing duplicative procedures where street right of way use is concerned, in instances where the Parties agree the public-right of way is under permanent WSDOT control (inside Turnback line), City will not be required to issue permits for the Project work. In instances where the Parties agree the public right of way is outside of WSDOT right of way control (outside Turnback line), City will issue WSDOT and their Design-Builder a Street ROW Use Permit for the Project work. City grants WSDOT and their Design-Builder the right to construct all the improvements in existing City right of way and acknowledges that WSDOT requires a Contract Bond for the full Proposal amount from the Design-Builder that includes permit related costs.

Use of street Rights of Way along S-160th Street, S-188th Street DMMD, Des Moines Memorial Drive, S 192nd Street, S 194th Street, S 196th Street, S 200th Street, 18th Avenue S, 24th Avenue S, and S 204th Street will be turned back to the City shortly after Project Stage 2 completion. Property acquired by WSDOT for constructing City facilities will be conveyed to the City shortly after Project Stage 2 completion, pursuant to the Land Exchange Agreement that addresses the various property transfers between the Parties for the Project. WSDOT will be responsible for recording relinquishments and transfers in the King County Auditor office.

Commented [DT59]: Can we confirm this matches the requirements set forth in the DMMD corridor plan?

Commented [IB60]: Does the Historical Society have a say as to what happens to the old brick?

Commented [FC61R60]: Historical Society = Des Moines Memorial Drive Preservation Association

Commented [RK62R60]: WSDOT team reached out to the association and it was determined that the old brick was not significant enough to warrant preservation.

Commented [WA63]: This language is not agreeable and will need to be discussed further.

Commented [FC64R63]: Resolved internally by SeaTac staff.

Commented [DT65]: What does this mean? Our ROW along DMMD is 60 feet - wouldn't that mean we want to plan to accommodate a future surface width of the full 60 feet?

Commented [FC66R65]: Yes, in addition to our recently adopted road standards widths.

Commented [FC67]: This needs to conform with SeaTac's recently adopted standard widths found in the City's amendment to the King County Road Standards.

Commented [RK68R67]: Let us know what number you would like to put in here. We assumed that 58 feet of surface width is more than adequate for a stream crossing, which will require barrier to fit between the surface width and stay inside of the 60 feet of R/W.

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Commented [DT69]: This may be referring to our interest in improving the stretch of DMMD north of, south of, and underneath the new 509 overpass, yes? Does this language meet our needs?

Commented [FC70R69]: Yes, this is what it is referring to.

Commented [WA71]: Clarification is needed here. The flow control and water quality functionality of the facility shall be maintained or improved. Is any existing capacity being taken by the WSDOT project or is the pond simply being partly relocated? Do we want any language here for additional capacity at the expense of the City....may be covered sufficiently in section 3

Commented [WA72]: Agreement dated? Or is this forthcoming

Commented [FC73]: Will the ROW be formally assumed by WSDOT before construction starts? If not, where does ...

Commented [RK74R73]: This refers to the aforementioned city R/W outside of WSDOT right of way ...

Commented [IB75]: Seems like South 204th St. should also be included? portions affected are west of 24th Ave s.

Commented [RK76R75]: Okay. Contractor may not need it, but it doesn't hurt to cover it in our agreement just in ca ...

Temporary

Easements acquired on city property for Project work will require written notification to the City of begin and end dates of activation

2.6 WSDOT will issue/transfer a no-cost lease to the City in exchange for operating and maintaining the Lake to Sound Trail Segment C portions on WSDOT right of way within City limits. The lease transfer for the Trail will be issued promptly after those improvements are completed by King County Parks.

2.7 Street Closure limits and allowances. WSDOT will coordinate the Maintenance of Traffic (MOT) conditions with the City prior to and during construction. Currently anticipated and planned traffic restrictions include the following, which are subject to change based upon the final design of the selected Design Builder:

- a) The City concurs that S 192nd street can be closed across the SR 509 ROW for up to 6 to 9 months during the new bridge construction. For the duration of such closure, S 188th and S 194th will remain open ~~and unrestricted~~ during this period. Access to abutting properties will be maintained 24/7 with flagging stations as needed.
- b) ~~S 188th Street~~, DMMD, and S 200th Street will be restricted or closed periodically short term (define "short term" less than 1 work shift) with flagging stations as needed for new bridge construction. Access to abutting properties will be maintained 24/7 with flagging stations as needed.
- b)c) ~~DMMD/S 188th Street may be restricted lanes during week days weekdays and closed periodically for weekend and nigh closures in coordination with the City.~~
- e)d) Additional Maintenance of Traffic strategies may be necessary during construction as will be coordinated with the City.

2.8 Maintenance Responsibility of active streets within WSDOT ROW will be a separate agreement (Appendix A) attached hereto and made a part hereof.

2.9 WSDOT shall allow City inspectors access to the Project construction site to inspect any City permitted work involving City-owned property, right of way or utilities, or property to be transferred to and/or maintained by the City after construction, at reasonable times and with the prior consent of WSDOT upon 48 hours prior written notice to the WSDOT project engineer. ~~WSDOT shall reimburse the City for inspection and review services for new infrastructure that will be owned and or maintained by the City after completion of the Project, pursuant to a separate Agreement between the Parties.~~ WSDOT acknowledges that compliance inspections for City permits will be charged to WSDOT's Design-Builder.

2.10 The provisions in FHWA-1273 (Exhibit C) attached hereto and made a part of this agreement will apply to all work on this Project.

3. Payment and Costs.

The City acknowledges that requests for change(s) to the WSDOT construction contract, other than changes that are necessary to bring the design in compliance with applicable sections of the SeaTac Municipal Code and adopted City standards and policies, may increase costs for the City and that WSDOT will not implement any such change(s) unless the City agrees in advance in writing to be

Formatted: Strikethrough

Commented [DT77]: Is Ingrid reviewing this MOU when it comes to discussion of property?

Is Ali in Engineering Review reviewing this MOU when it talks about ROW use permitting or Maintenance of Traffic stuff? I assume if Grace were still here she'd be reviewing this...

Commented [FC78R77]: I will send to both.

Commented [DT79]: Is this intended to be a new paragraph, given that the sentence starts on a new line?

Commented [RK80R79]: Yes on the new line. No on limiting it to just temporary. There are both permanent and temporary easements that will be used by the Project work,

Commented [FC81]: Confirm S 194th St and other roads that will be used on the detour route plan can accommodate freight traffic that typically uses S 192nd St.

Commented [RK82R81]: 194th currently has weight restrictions in place as the existing condition, so that restriction will be maintained. 188th can accommodate freight traffic. Traffic analysis is pending. We will provide to the City when it is available.

Commented [FC83R81]: Note upcoming restriction for Hazardous Materials through S 188th St Tunnel. SeaTac/Port working to implement restriction.

Commented [WA84]: Will need to be addressed when we discuss how permitting and design review is handled.

solely responsible for the costs associated with such change. All such changes shall ultimately be made at the sole discretion of WSDOT. WSDOT acknowledges that the City shall not be responsible for increased costs for any design changes requested by the City that are necessary to bring the design or the work in compliance with applicable sections of the SeaTac Municipal Code, adopted City standards, or the SSDP as of the Project RFP issue date

Commented [RK85]: Add language "after issuance the RFP"

Betterment. Notwithstanding the foregoing, if City desires to include a betterment in the above design elements work at any specific location, WSDOT will allow for betterment work to be performed, provided the Parties can reasonably coordinate the Project schedule to accommodate the betterment work without increasing Project costs or delaying the Project. Betterment is defined as any significant deviation or upgrading of the design being contemplated during the implementation of the Project that is not attributable to the highway construction or to meeting current requirements or standards and is made solely for the benefit of and at the election of City. The difference in cost between the minimum construction required as a result of the Project and City's desired betterment shall be at City's sole expense and the additional funds authorized by amendment to GCB 3068. The estimated cost of betterments to be paid by the City will be fully loaded, including but not limited to Design-Builder's change order markup, sales tax, WSDOT construction engineering management labor, and WSDOT regional overhead markup.

Commented [DT86]: Do we anticipate pursuing any betterment requests?

Commented [FC87R86]: Possibly sidewalk on S 192nd St

If betterment is pursued for sidewalks on S 192nd St., SeaTac will cover the additional costs.

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4. Indemnification.

To the extent permitted by law, WSDOT and the City shall protect, defend, indemnify, and save harmless each other, their respective officers, officials, employees, and agents, while acting within the scope of their employment as such, from any and all costs, claims, judgment, and/or awards of damages, arising out of, or in any way resulting from, indemnifying party's (WSDOT and the City) negligent acts or omissions. Neither WSDOT nor the City will be required to indemnify, defend, or save harmless each other if the claim, suit, or action for injuries, death, or damages is caused by the sole negligence of the other party. Where such claims, suits, or actions result from concurrent negligence of WSDOT and the City, the indemnity provisions provided herein shall be valid and enforceable only to the extent of WSDOT's or the City's own negligence. WSDOT and the City agree that their respective obligations under this subsection extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, WSDOT and the City, by mutual negotiation, hereby waive, with respect to the other party only, any immunity that would otherwise be available against such claims under the industrial insurance provisions of Title 51 RCW. In the event that WSDOT or the City incurs any judgment, award, and/or cost arising therefrom, including attorneys' fees, to enforce the provisions of this section, all such fees, expenses, and costs shall be recoverable by the prevailing party. This indemnification shall survive the termination of this Agreement.

5. Dispute Resolution, Governing Law and Venue

In order to expeditiously and permanently resolve a dispute arising under this Agreement, the Parties hereby agree as follows.

WSDOT and City shall each appoint a member to a disputes board; these two members shall

select a third member not affiliated with either agency. The three-member board shall conduct a dispute resolution hearing that shall be informal and unrecorded. An attempt at such dispute resolution in compliance with the aforesaid process shall be a prerequisite to the filing of any litigation concerning the dispute. The Parties shall equally share in the cost of the third disputes board member; however, each Party shall be responsible for its own costs and fees.

In the event that either Party deems it necessary to institute legal action or proceedings following the decision of the disputes board, the Parties agree that any such action or proceedings shall be brought either in the superior court situated in King City, Washington, or the United States District Court for the Western District of Washington. Further, the Parties agree that each shall be responsible for its own attorneys' fees and costs.

6. General Provisions

6.1 Breach. If a Party is in material breach of or fails to perform the terms and provisions of this Agreement and such failure continues for a period for thirty (30) days after written notice from the other Party (or if such failure is not susceptible of a cure within such thirty (30) day period, cure has not been commenced within such thirty (30) day period and diligently pursued thereafter to completion), then such non-defaulting Party may, (a) terminate this agreement, and (b) pursue any remedies it may have under applicable law or principles of equity relating to such default, including an action for damages, specific performance and/or injunctive relief. Where the non-defaulting Party pursues an action for damages or otherwise, such party shall be entitled to reasonable attorneys' fees, court costs and associated expenses in any prevailing action, if awarded in such action.

6.2 Rights and Remedies. The rights and remedies of the Parties to this Agreement are in addition to any other rights and remedies provided by law, except as otherwise provided in this Agreement.

6.3 No Waiver. Failure of a Party to enforce any term under this agreement shall not be deemed, nor shall it constitute, a waiver of such term or any other term, unless otherwise provided in a writing executed by the Party charged.

6.4 No Agency. No joint venture or partnership is formed as a result of this Agreement. No employees, agents or subcontractors of one Party shall be deemed, or represent themselves to be, employees of any other Party.

6.5 No Third Party Rights. It is understood and agreed that this Agreement is solely for the benefit of the Parties hereto and gives no right to any other party. Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any persons other than the Parties.

6.6 Binding on Successors; Survival. All of the terms, provisions and conditions of this Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors, permitted assigns and legal representatives. This Agreement supersedes every antecedent or concurrent oral and/or written declaration or understanding respecting the Relocation Work and the Project.

6.7 Compliance with Laws. Each of the Parties shall comply, and to the best of its ability shall ensure, that its employees, agents, consultants and representatives comply with all federal, state, and local laws, regulations, and ordinances applicable to the work and services to be performed.

6.8 Designated Representatives and Notice.

- (a) City's Designated Representative for this Agreement is [REDACTED].
- (b) WSDOT's Designated Representative for this Agreement is Ali Amiri Project Engineer (AmiriA@wsdot.wa.gov).
- (c) Changes to Designated Representative shall be made by notice pursuant to 6.8(d).
- (d) Notice. Unless otherwise provided herein, all notices, communications and deliveries required or permitted under this Agreement shall be in writing and shall be (a) delivered personally, (b) sent by overnight commercial air courier (such as Federal Express), or (c) mailed, postage prepaid, certified or registered mail, return receipt requested; to the parties at the addresses hereinafter set forth:

City

[REDACTED]

WSDOT

Ali Amiri – Design Project Engineer
AmiriA@Wsdot.WA.Gov
SR 509 New Expressway
999 Third Avenue Suite 2300
Seattle, WA 98104

Commented [RK88]: Add Construction Engineer (Andrey)

6.9 Interpretation. This Agreement is the result of negotiations between the Parties. Any ambiguity in this Agreement shall not be presumptively construed in favor of or against any party.

6.10 Authority. Each Party represents and warrants that it has the requisite authority to execute this Agreement.

6.11 Amendment. This Agreement may be amended or modified only by the mutual agreement of the Parties. Such amendments or modifications shall not be binding unless they are in writing and signed by persons authorized to bind each of the Parties.

6.12 Counterpart and Electronic Signature. This Agreement may be signed in multiple counterparts, each of which constitutes an original and all of which taken together constitute one and same agreement. Electronic signatures or signatures transmitted via e-mail in a "PDF" may be used in place of original signatures on this Agreement. The Parties intend to be bound by its electronic or "PDF" signature on this Agreement, are aware that the other Parties are relying on its electronic or "PDF" signature, and waives any defenses to the enforcement of this Agreement based upon the form of signature.

6.13 Audits/Records. All records for the PROJECT in support of all costs incurred shall be maintained by WSDOT for a period of six (6) years from the date of termination of this Agreement or any final payment authorized under this Agreement, whichever is later. The CITY shall have full access to and right to examine said records, during normal business hours and as often as it deems necessary. Should the CITY require copies of any records, it agrees to pay the costs thereof. In the event of litigation or claim arising from the performance of this Agreement, the Parties agree to maintain the records and accounts until such litigation, appeal or claims are finally resolved. This section shall survive the termination of this Agreement. The Parties agree that the work performed herein is subject to audit by either or both Parties and/or their designated representatives, and/or the federal/state government.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed by their respective, authorized representatives as of the Party's date signed last below.

For Washington State Department of Transportation

For City



MEMORANDUM

To: Transportation and Public Works Committee

From: William Appleton, Public Works Director

Date: 1/26/23

Subject: Assumption of responsibility for Street and Pedestrian lighting within SeaTac

Purpose:

To discuss the benefits and costs of assuming responsibility for street and pedestrian lighting within the City right-of-way (ROW).

Background:

Presently, nearly all streetlighting along roadways (other than residential) and at intersections within the City of SeaTac is provided by either Puget Sound Energy (PSE) or Seattle City Light (SCL). Both PSE and SCL own, operate and maintain the lighting infrastructure within the ROW and charge SeaTac a cost per pole that covers the fee for both electricity usage and rent for the street/pedestrian light asset.

Beginning in 2017, SeaTac started installing, maintaining, and operating our own streetlighting elements as part of our capital improvement projects and since then has adopted a comprehensive lighting policy for the city that will ensure a consistent look and feel for the city moving forward. As the City builds out its lighting infrastructure and assumes maintenance and operational responsibility, understanding the cost/benefits of assuming all streetlighting within the city has become more relevant.

Options/Recommendation:

Do not move forward with a feasibility level analysis associated with the assumption of streetlights in SeaTac and remain on the current O&M path.

Proceed with a feasibility analysis and update the committee with the results.

Assumption of responsibility for Street and Pedestrian lighting within SeaTac

February 2, 2023 Transportation and Public Works Committee



PRESENTATION OVERVIEW

PURPOSE OF PRESENTATION

Staff to provide an informational presentation and discussion on proceeding with a feasibility study to assess the benefits and costs of assuming responsibility for street and pedestrian lighting within City right-of-way (ROW).

WHY IS THIS ISSUE IMPORTANT?

1. Requests to install new and/or service existing Street/Pedestrian lighting is a frequent community request to Public Works.
2. The majority of street/pedestrian lighting are owned/operated/maintained by electric utilities (PSE and SCL). Service responses to these facilities are at the discretion of the utilities and may not be timely.
3. City owned street/pedestrian lighting assets is growing as they are installed through Public Works capital improvement projects. This aligns with the strategic plan to improve travel safety by provide consistent lighting in ROW.
4. Feasibility study by Tanko Lighting will map out benefits/cons in pursuing assuming responsibility for all street/pedestrian lighting.



Partnering with Tanko Lighting for Feasibility Study

Who is Tanko Lighting?



Sole Focus on
Municipal Streetlighting



510,000+ Streetlights
Converted



192,000+ Streetlight
Acquisitions



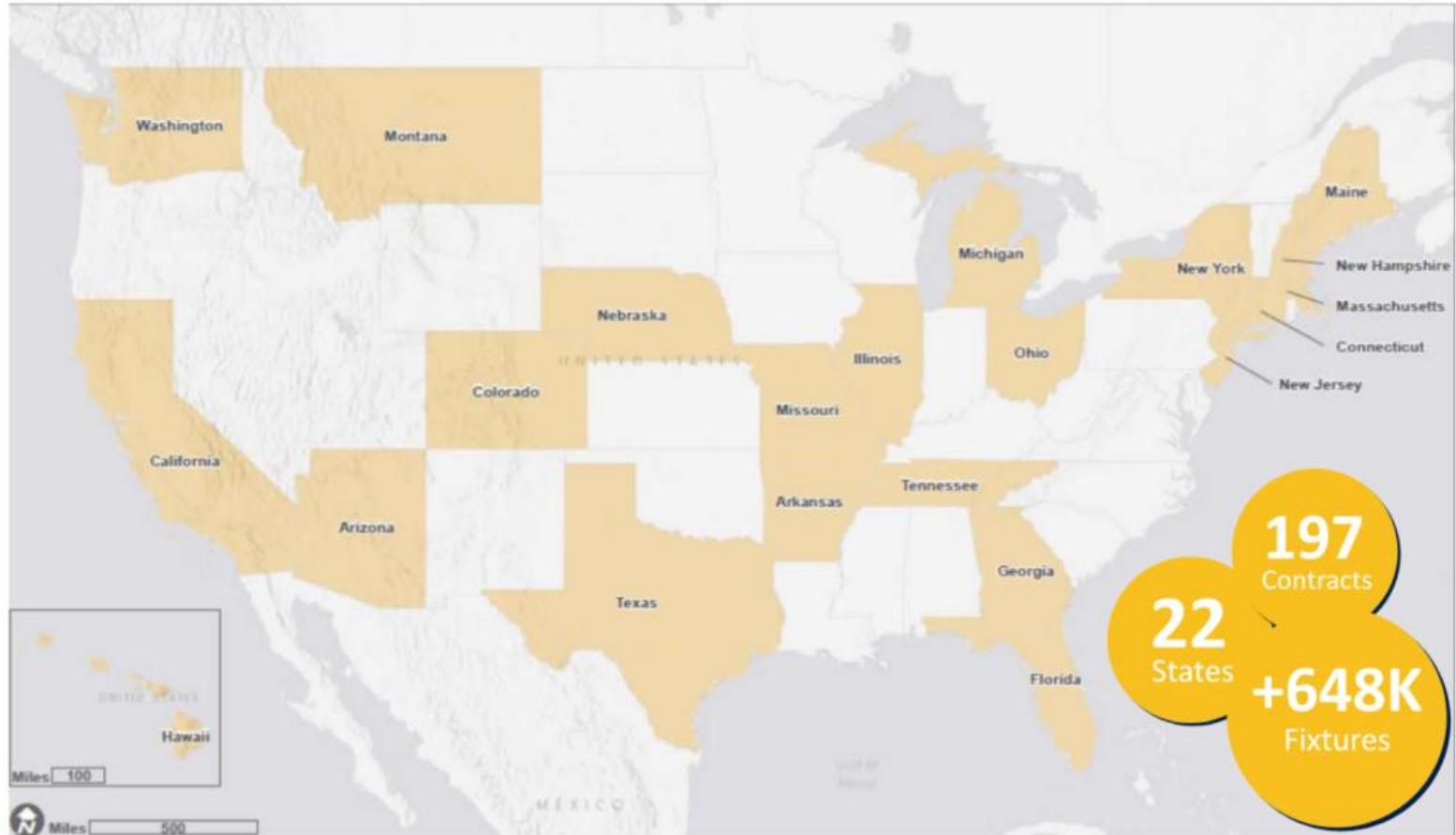
45,000+ Fixtures
Maintained



150+ Projects
Nationwide

Partnering with Tanko Lighting for Feasibility Study

Nationwide Experience



Partnering with Tanko Lighting for Feasibility Study

Benefits of Ownership



**Reduced
Costs**



**Guaranteed
Response Times**



**Smart
Cities**



**Revenue
Generation**



**100% Fully
Outsourced**

Partnering with Tanko Lighting for Feasibility Study

Streetlight Acquisition Advocation

Why Own?



No reason for utility to own streetlights.



Utilities want the savings for themselves.



Cities nationwide are acquiring their streetlights.



We have data to know what you should pay.



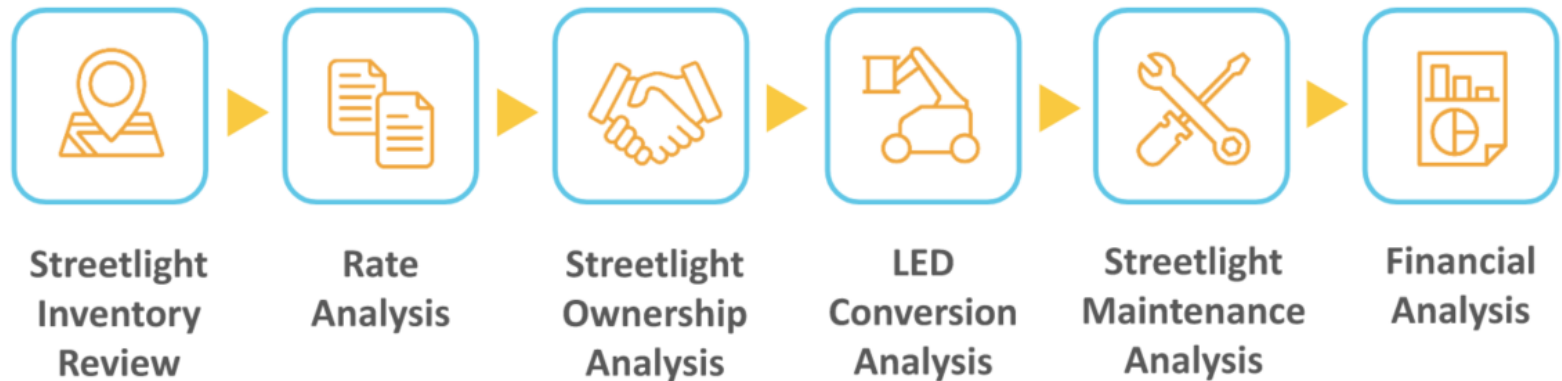
Project: Carbondale, IL

Feasibility Study Purpose

Determine the cost-effectiveness of:

- 1. Seeking Ownership of streetlight system from the utilities;**
- 2. Converting any remaining streetlight fixtures to LED;**
- 3. Maintaining streetlighting system over time.**

Investment Grade Feasibility Study Methodology



Preliminary Analysis

Project Overview

Total Cost (<i>Ownership + Conversion</i>)	\$770,085
20 Year Savings	\$1,668,731
Payback Period (<i>Energy Savings Only</i>)	7.29 years
Payback Period (<i>Energy + Maintenance Savings</i>)	8.72 years

Project Costs

Utility Asset Purchase Cost (<i>estimated cost of utility streetlight purchase</i>)	\$214,500
Tanko Fees	
Ownership Support Fees (<i>Audit, Utility Negotiation, Final Asset Transfer, etc.</i>)	\$167,175
LED Conversion Fees (<i>Material, Installation, Construction Management</i>)	\$353,100
Bonds	\$0
Contingency	\$35,310
Rebate Incentive	Not Applicable
Additional Rebates/Grants	\$0
Net Project Cost (<i>Rebate included</i>)	\$770,085

Year 1 Analysis

	Existing	New	Savings
Energy Usage [kWh]	807,093	218,568	588,525
Utility Bill Cost	\$128,159	\$25,879	\$102,280
Maintenance Cost	\$240	\$17,256	(\$17,016)
Total	\$128,399	\$43,135	\$85,264

20 Year Analysis

	Existing	New	Savings
Energy Usage [kWh]	16,141,860	4,371,360	11,770,500
Utility Bill Cost	\$2,821,937	\$569,834	\$2,252,103
Maintenance Cost	\$7,147	\$590,319	(\$583,372)
Total	\$2,829,084	\$1,160,353	\$1,668,731

Assumptions & Notes

Quantity of Lights Included in Analysis	719
Purchase Cost per Light	\$300
Tariff Rate of Old System	Schedules 52
Tariff Rate of New System	Schedules 54
Federal Inflation Rate	4.00%
Utility Cost Inflation Rate	1.00%
Estimates are calculated using Net Future Values	



POTENTIAL COMMITTEE ACTION

COMMITTEE ACTION REQUESTED

- Proceed with a feasibility analysis and update the Committee with the findings.
- Do not move forward with a feasibility level analysis and keep current Operations & Maintenance approach and processes.

STAFF RECOMMENDATION

- Proceed with feasibility analysis and update Committee with the findings.





Summary of Financial Analysis - SEATAC, WA

October 13, 2022

Project Overview

Total Cost (<i>Ownership + Conversion</i>)	\$770,085
20 Year Savings	\$1,668,731
Payback Period (<i>Energy Savings Only</i>)	7.29 years
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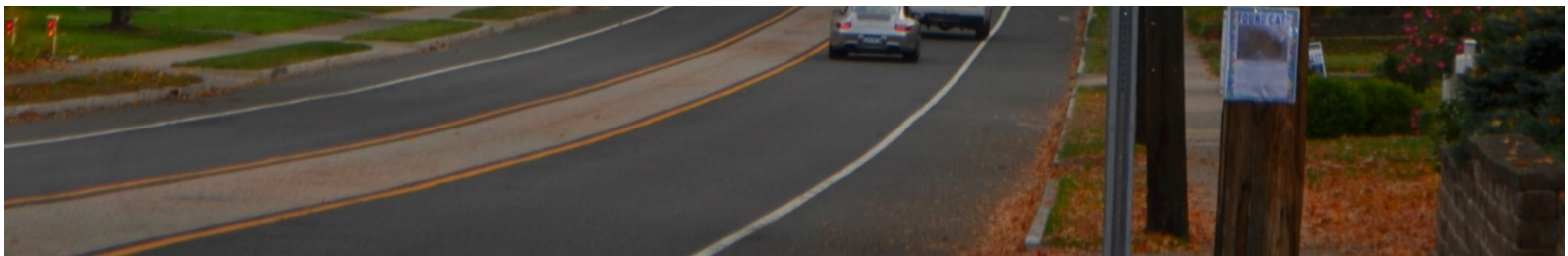
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Utility Cost Inflation Rate	1.00%
Estimates are calculated using Net Future Values	



PROPOSAL FOR STREETLIGHT FEASIBILITY ANALYSIS FOR THE CITY OF SEATAC, WA



Submitted by:

Jason Tanko
Chief Executive Officer
Tanko Streetlighting, Inc.
220 Bayshore Boulevard
San Francisco, CA 94124
jason@tankolighting.com

Submitted to:

Florendo Cabudol
City Engineer
City of SeaTac
4800 South 188th Street
SeaTac, WA 98188
fcabudol@seatacwa.gov

January 23, 2023

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COVER LETTER

January 23, 2023

Florendo Cabudol
City Engineer
City of SeaTac
4800 South 188th Street
SeaTac, WA 98188
fcabudol@seatacwa.gov

Dear Mr. Cabudol,

Tanko Streetlighting, Inc. ("Tanko Lighting") appreciates the opportunity to submit this proposal for a feasibility analysis of the streetlight fixtures within the City of SeaTac.

Tanko Lighting is a national firm focused solely on providing professional services for municipal streetlighting projects, with an emphasis on cost-saving and energy efficiency measures. Our company has previously been or is currently involved with more than 629,000 streetlights throughout the nation – and is actively developing projects for an additional 550,000 street light fixtures. Our work has spanned more than twenty-three states, and fifty-five utilities.

Given Tanko Lighting's extensive involvement with municipal streetlight ownership, LED design, and conversion projects nationwide, our team can leverage its expertise to provide the necessary context and value to assist the City with all the support, recommendations and coordination necessary to ensure the success of this project.

Please let us know should you have any questions. We look forward to your feedback.

Regards,



Jason Tanko
Chief Executive Officer

Enclosures

COMPANY PROFILE

Company History

For more than nineteen years – since 2003 – Tanko Lighting has been assisting municipalities with their streetlighting needs and has evolved into a national firm focused providing professional services for municipal streetlighting projects, with an emphasis on cost-saving and energy efficiency measures.

Tanko Lighting is a privately-held S corporation and a financially stable company that has successively

operated profitably for more than a decade. As a privately-held company with just two shareholders, our firm is tightly controlled, enabling sound financial and business decisions. Since 2010, our company has experienced rapid growth and expanded our core business model – all while maintaining zero long-term debt. With a clear understanding of our core competencies, significant knowledge of the municipal streetlighting market, and sound leadership, our firm continues to experience sustainable growth while reinforcing its triple bottom line values: People, Planet, and Profit.

Tanko Lighting holds electrical contractor licenses in the States of California (C-10 License Number 992782) and Arizona. Additionally, our firm is a Certified Contractor by the Commonwealth of Massachusetts' Division of Capital Management and Maintenance (DCAMM), a Qualified Vendor with the Connecticut Conference of Municipalities, a registered Energy Services Company (ESCO) with the United States Department of Energy, and a registered Small Business Entity with the Small Business Administration.

Differentiating Factors

Tanko Lighting is focused exclusively on providing professional services for municipal streetlighting projects, with an emphasis on cost-saving and energy efficiency measures. With decades of experience serving this market, we are the municipal streetlight experts. Because of our technical experience and national context, we are intimately familiar with industry standards and trends, as well as municipalities' challenges with aging infrastructure.

Our firm is uniquely positioned to assist the City for the following reasons:

- Streetlighting Specialist:** We are the *only* US-based company solely dedicated to public agency streetlighting projects – and the *only* company with an entire staff solely dedicated to such projects. As such, Tanko Lighting has the largest portfolio of active municipal streetlight projects than any other firm, has previously been or is currently involved with more than 629,000 streetlights throughout the nation, and is actively developing projects for an additional 550,000+ streetlight fixtures. Additionally, our work has spanned more than twenty-three states, and fifty-five utilities. Further, our firm has conducted more pilot and design projects than any other firm – most have led to subsequent conversion contracts, which shows the level of our expertise. Finally, our expertise has been forged by diverse project types – including various sized projects (ranging from as large as 38,000+ fixtures



Tanko Lighting's office – where streetlighting is integrated into the fabric of everything we do.

to as few as 49 fixtures), as well as incredibly complex projects, derived from such factors as square mileage, complicated data, inconsistent existing design, and complex scopes of work.

Why Tanko Lighting?



Sole Focus on Municipal Streetlighting



629,000+ Streetlights in Contract



339,000+ Streetlights Acquired



80,000+ Fixtures Maintained



190+ Nationwide Projects

• **Technical Knowledge:** Tanko

Lighting has significant technical expertise centered on public agency streetlighting infrastructure. Led by an electrical engineer and licensed electrical contractor, Jason Tanko (Chief Executive Officer), we understand the field conditions and system constraints that are often involved with streetlighting projects. This enables our team to accurately design projects to prevent anticipated challenges, as well as quickly respond with streamlined solutions in the event of technical difficulties during a project.

• **National Context:** As a US-based company, Tanko Lighting’s broad experience with feasibility, ownership, and design and implementation of LED conversion projects provides tremendous national context that will benefit the City by ensuring that the project is consistent with industry standards throughout the project.

• **Experience with Ownership Projects:** There is a growing nationwide industry trend in which municipalities are acquiring their streetlight infrastructure from their local private utility companies. This poses tremendous advantages to the municipality, in that not only does it allow the municipality to control the management of the system within its geographic borders, but it also involves tremendous cost savings – particularly related to maintenance and energy (as many utilities charge exorbitant fees for energy and maintenance rates for the systems). Further, once a municipality purchases its system, it can reap additional savings benefits by converting to LED fixtures. Tanko Lighting has been working with several municipalities nationwide to assist in their streetlight ownership strategies from investor-owned utilities. Our team’s experience with ownership projects includes providing valuation, field data collection, ownership feasibility analysis, and ownership negotiations with the utility on behalf of the client. A list of our projects involving ownership support include the municipalities outlined in Figure 1.

Figure 1: Examples of our projects involving streetlight ownerships from utilities.

Tanko's Utility-Owned Streetlight Acquisition Projects		
Utility	# of Projects	# of Streetlights
Ameren (MO)	2	6,613
American Electric Power (OH)	1	1,100
Duke Energy (OH)	1	18,000
Eversource (CT, MA)	31	48,024
Emera (ME)	2	840
Entergy (AR)	1	16
First Energy (OH)	1	1,000
The Illuminating Company (OH)	1	2,497
National Grid (NY, MA)	43	103,156
New York State Electric & Gas (NY)	2	6,889
Northwest Edison (MT)	1	6,000
Oncor Electric (TX)	4	11,238
Pacific Gas & Electric (CA)	2	1,745
Poudre Valley (CO)	1	1,229
Southern California Edison (CA)	23	116,511
United Power (CO)	1	915
Xcel Energy (CO)	4	13,513
Total	116	324,858

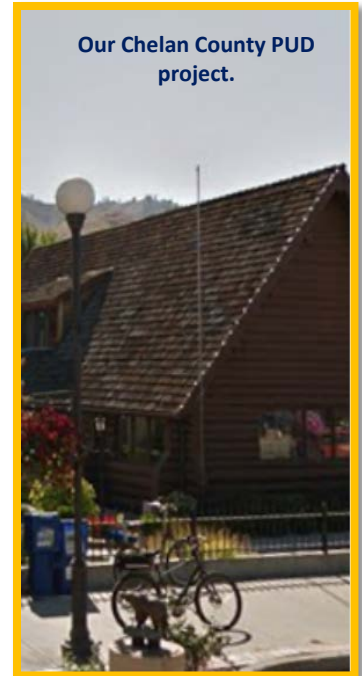
- **Financial Analysis:** Tanko Lighting has conducted hundreds of financial analyses for public agencies nationwide, representing thousands of fixtures, to ascertain the value of converting to energy efficient streetlight systems. Leveraging our team's vast industry knowledge to accurately estimate relevant costs and savings to provide the most accurate energy and CO2 savings estimates and integrating the information into the implementation phase of a project is a one of our company's core competencies.

Relevant Experience

Ninety-five percent of Tanko Lighting's contracts involve streetlight projects for government/public agencies. This equips our team with the necessary context and expertise to complete superior projects for this specific market sector.

Tanko Lighting's success lies in its unique passion for streetlighting, which translates into a drive to ensure that projects are successfully completed. We are tremendously aware of how critical client satisfaction is to our success. Thus, we strive to make every client an enthusiastic reference for future work. Clients are receptive to this drive, to the point that they frequently recommend our firm to other municipalities. A few of our major successes include:

- **City of Des Moines, WA:** Tanko Lighting is currently providing the City of Des Moines with a feasibility analysis of the acquisition of the streetlight system from the utility.
- **City of Newcastle, WA:** Tanko Lighting is currently providing the City of Newcastle with a feasibility analysis of the acquisition of the streetlight system from the utility.
- **City of Maple Valley, WA:** Tanko Lighting is currently providing the City of Newcastle with a feasibility analysis of the acquisition of the streetlight system from the utility, as well as an analysis of car charging port options for the City.
- **Chelan County Public Utility District (Chelan, WA):** Tanko Lighting audited, data reconciled and completed an LED replacement design for the 7,000 streetlights within the County's jurisdiction.
- **City of Kennewick, WA:** Tanko Lighting provided material and design to support the conversion of the City's 5,000 streetlight fixtures.
- **City of Walla Walla, WA:** Tanko Lighting provided material and design to support the conversion of the City's 550 streetlight fixtures.
- **City of Cincinnati, OH:** Tanko Lighting audited and data reconciled the City of Cincinnati's 31,000 streetlight fixtures. The project was complicated by the fact that only a subset of fixtures were owned by the City. Our team captured data on all fixtures throughout the system to help the City determine which were City-owned, paving the way for a potential subsequent project stage of supporting the City's efforts to acquire the remaining fixtures from its utility.



- **City of Lowell, MA:** A turn-key project for the City of Lowell, MA, which involved the LED conversion of 7,500 fixtures. Because of our thorough audit and data management, we discovered that the City acquired upwards of 200 fixtures from its utility that did not actually exist, and that the City had been overcharged for these fixtures for the past seven years. By accurately collecting the data and properly reconciling it with City and utility records, we successfully remedied these discrepancies and uncovered tremendous savings for the City.
- **City of Brewer, ME:** The City of Brewer is the first municipal streetlight ownership project with Emera Utility in Maine. Tanko Lighting worked diligently with the City and Emera to develop a strategy for the ownership. Tanko Lighting completed a comprehensive GIS audit of the existing inventory and cross-referenced that with Emera's records to confirm a complete data set that the City referred to during the ownership process. We leveraged the experience working with other utilities through ownership to guide the City throughout the transfer of ownership to maximize potential savings. Finally, we managed the design and installation of the LED streetlight conversion to enable the City to gain significant energy savings.
- **City of Meriden, CT:** A turn-key project for the City of Meriden, CT, which involved the LED conversion of 4,300 fixtures, as well as the maintenance of the system. Upon acquisition of its streetlight system from its utility, the City inherited significant deferred maintenance issues that quickly resulted in substantial outage reports and citizen complaints. Tanko Lighting successfully designed an approach that quickly addressed the maintenance needs of these locations, while simultaneously proceeding with the LED conversion. This diverted a potential public relations nightmare and ensured that the City's streets were safely lit. Our team continues to maintain the City's new LED system to ensure ongoing operation.
- **City of Berlin, CT:** A turn-key project for the City of Berlin, CT, which involved an ownership and LED conversion of the City's streetlights from its utility. Tanko Lighting identified billing discrepancies involving overhead fixtures that the City was being charged for by its utility at the underground (costlier) rate, resulting in significant cost savings for the City. Further, our audit identified the current field conditions that substantiated the valuation that the utility provided to the City, which enabled the City to feel confident in the fair market value of the assets it acquired from the utility. Our team continues to maintain the City's new LED system to ensure ongoing operation.
- **City of Geneva, NY:** This is a turn-key streetlight ownership and LED conversion project that Tanko Lighting implemented for the City of Geneva's 1,800 fixtures. This is one of the initial ownership and LED conversion projects in New York State Electric and Gas's (NYSEG) territory and is ground breaking for municipal ownership efforts. Our comprehensive GIS audit was so accurate that NYSEG was willing to accept it, and therefore reduce the timeframe for the ownership completion by months.
- **City of Berkeley, CA:** A turn-key project for the City of Berkeley, CA, which involved the LED conversion of not only 7,000 cobra head fixtures (for which Tanko Lighting provided design recommendations with tremendous savings), but also 1,100 decorative fixtures (which involved twenty different types of decorative fixtures for which we recommended LED retrofit kits) – which saved the City approximately \$500,000 in costs.



Please find a list of all our projects in nationwide in Appendix A.

REFERENCES

Please find a selection of Tanko Lighting's references below.

Connecticut Conference of Municipalities

Joe Bragaw, Director of Public Works
Town of East Lyme, CT
860-691-4118
JBragaw@eltownhall.com

Description of Services: Tanko Lighting was selected by the Connecticut Conference of Municipalities (CCM) as a Qualified Vendor through a public procurement process to assist the organization with the streetlight ownership and LED conversion for hundreds of its member municipalities. To date, Tanko Lighting has facilitated more than 50,000 LED fixture conversions through this project, including the Town of East Lyme, CT, involving project management support, ownership assistance, engineering services, cost-benefit analysis of various technologies, GIS field auditing and commissioning, product procurement, environmental disposal/recycling, data reconciliation, installation management, rebate/rate change support, administrative services, and ongoing maintenance services.



City of La Puente, CA

John Di Mario, Director of Development Services
(626) 855-1500
jdimario@lapuente.org
15900 E. Main Street, La Puente, CA 91744

Description of Services: Tanko Lighting provided acquisition support, LED turnkey conversion and ongoing maintenance for the City of La Puente's streetlight acquisition and LED conversion project of more than 2,100 streetlight fixtures.

Metropolitan Area Planning Commission

Norman Khumalo, Town Manager
Town of Hopkinton, MA
(508)-497-9701
nkhumalo@hopkintonma.gov

Description of Services: Tanko Lighting was selected by the Metropolitan Area Planning Commission (MAPC) to assist multiple municipalities throughout Massachusetts with their streetlight ownership projects and LED conversions through multiple public procurement processes for dozens of its member municipalities. To date, Tanko Lighting has facilitated more than 40,000 LED fixture conversions through this project, including the Hopkinton, MA, which involved project management support, ownership assistance, engineering services, cost-benefit analysis of various technologies, GIS field auditing and commissioning, product procurement, environmental disposal/recycling, data reconciliation, installation management, rebate/rate change support, administrative services, and ongoing maintenance services.

SCOPE OF WORK

We understand that the City's streetlight system is currently owned by its utility company. We propose a scope of work that assists with analyzing the feasibility of ownership.

Task 1: Feasibility Analysis

We recognize that the City is interested in the idea of owning and maintaining its streetlight system. In order to be clear on the feasibility and financial benefit of these options, an analysis is recommended. With our extensive knowledge and experience, we propose to provide the City with a Feasibility Analysis Report that will include:

- Baseline energy use, energy cost and operations and maintenance costs
- Estimated future operations and maintenance costs
- Budgetary ownership costs
- Calculation of estimated savings, Return on Investment, and simple payback
- Estimated twenty-year projected savings and cash flows
- Financing options
- Description of assumptions included in the analysis

Deliverables:

- Feasibility Analysis Report: A report outlining the City's streetlight system options, cost/benefits, assumptions, budgetary pricing, savings, cash flows, financing options, and an overall assessment of the feasibility of streetlight ownership and maintenance.

PRICING

Please note that this pricing is valid for sixty (60) days from the date of this proposal.

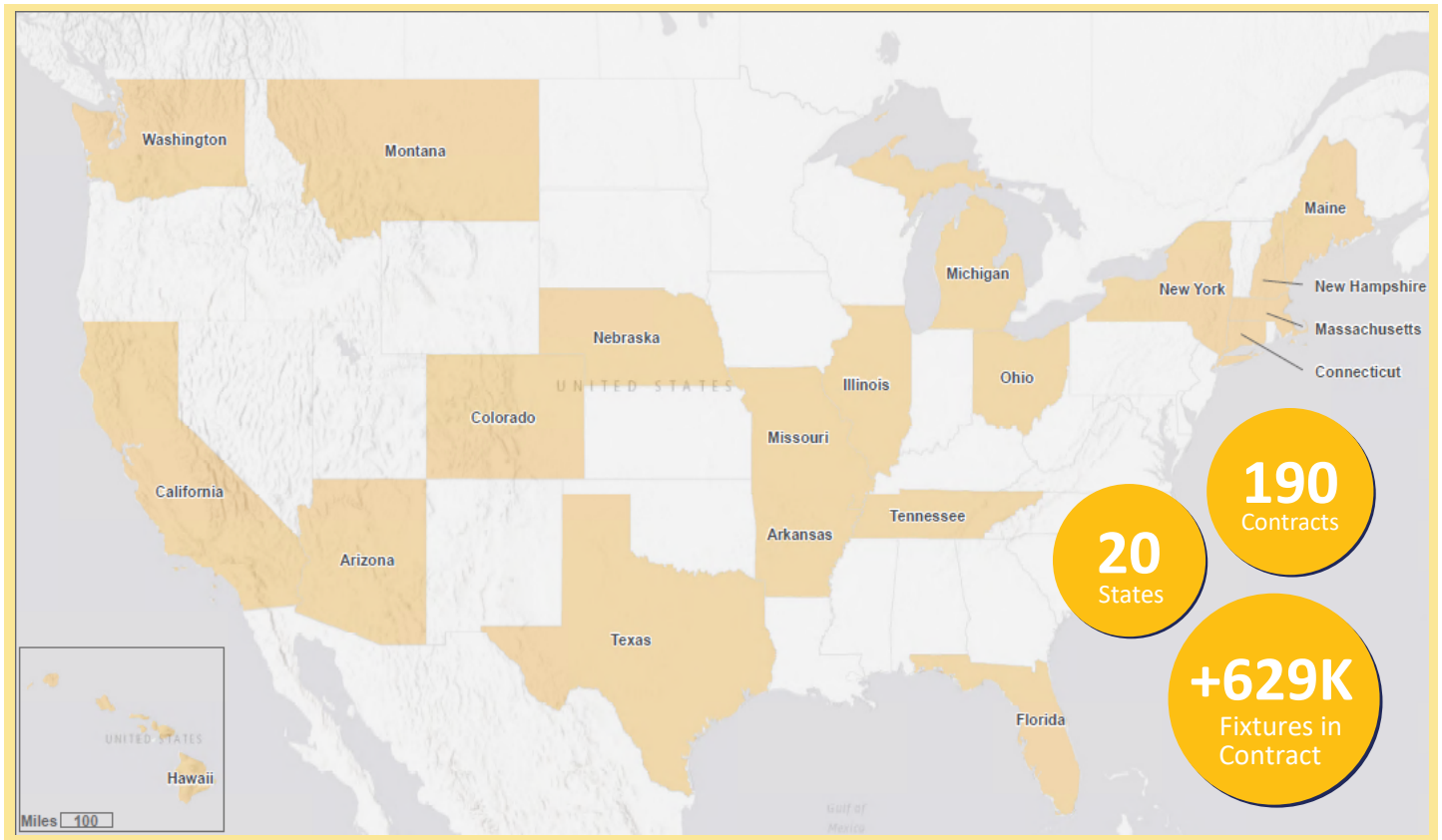
Task	Price
Task 1: Feasibility Analysis	\$7,500.00

- Proposed Payment Terms:
 - Tanko Lighting will invoice the City for the Feasibility Analysis upon submission of the report.
 - The City shall pay Tanko Lighting within thirty (30) days of receipt of invoices.

APPENDICES

- Appendix A: Projects List

Nationwide Experience



States Contracts Fixtures

States	Contracts	Fixtures
Arizona	1	40,000
Arkansas	1	16
California	63	289,725
Colorado	8	15,782
Connecticut	32	62,984
Florida	1	900
Hawaii	1	3,500
Illinois	1	1,800
Maine	2	840
Massachusetts	50	81,942
Michigan	1	3,300
Missouri	2	6,613
Montana	1	6,000
Nebraska	4	4,341
New Hampshire	4	803
New York	6	42,765
Ohio	4	36,359
Tennessee	2	3,349
Texas	5	21,238
Washington	1	7,000

Proven Process



Sole Focus on Municipal Streetlighting



339,000+ Streetlights Acquired



79,000+ Fixtures Maintained

California

Total Project Fixtures: 289,725			Contract Total: 63
Municipality	Type	Fixture Count	Scope of Work
Alameda, CA	Municipal Utility	3,200	Audit, Data Reconciliation, & Design
Antioch, CA	City	9,500	Turnkey LED Conversion
Bakersfield, CA	City	3,000	Turnkey Decorative LED Conversion
Baldwin Park, CA	City	450	Turnkey LED Conversion
Bell, CA	City	1,600	Turnkey LED Conversion & Maintenance
Berkeley, CA (Project 1)	City	8,000	Turnkey LED Conversion
Berkeley, CA (Project 2)	City	3,200	Pole Inspection/Condition Assessment
Chino Hills, CA (Project 1)	City	4,450	Turnkey LED Conversion & Maintenance
Chino Hills, CA (Project 2)	City	1,200	Ownership Support
Claremont, CA	City	1,300	Turnkey LED Conversion
Coalinga, CA (Project 1)	City	N/A	Feasibility Analysis
Coalinga, CA (Project 2)	City	750	Ownership Support
Corona, CA	City	8,700	Material Procurement, Installation (Fixtures & Controls), and Rebate/Rate Change
Corte Madera, CA	Town	756	Turnkey LED Conversion
Cupertino, CA (Project 1)	City	3,000	Design Assistance and Replacement Fixtures
Cupertino, CA (Project 2)	City		Feasibility Analysis
Fresno, CA	City	360	LED Streetlight Material and Install
Fullerton, CA	City	6,600	Turnkey LED Conversion & Maintenance
Glendora, CA	City	2,500	Ownership Support
Goleta, CA	City	1,575	Turnkey LED Conversion & Maintenance
Hayward, CA	City	7,700	Turnkey LED Conversion
Imperial Beach, CA (Project 1)	City	1,010	Audit, Data Reconciliation
Imperial Beach, CA (Project 2)	City	532	Ownership Support
La Puente, CA	City	2,100	Turnkey LED Conversion & Maintenance
Larkspur, CA	Town	770	Turnkey LED Conversion
La Verne, CA	City	2,500	Audit, Data Reconciliation, Design, Feasibility Analysis and Ownership Support
Lawrence Berkeley National Laboratory (Project 1)	Lab	1,400	Audit, Data Reconciliation, Specifications Development, Controls Installation (30 fixtures)
Lawrence Berkeley National Laboratory (Project 2)	Lab	300	Exterior Fixture LED Conversion and Controls Installation
Lodi, CA	Municipal Utility	7,200	Turnkey LED Conversion
Modesto, CA	Municipal Utility	9,000	Turnkey LED Conversion
Morgan Hill, CA	City	2,500	Turnkey LED Conversion
Mountain View, CA	City	3,000	Design Assistance, and LED Replacement Streetlight Fixtures
Napa, CA	City	4,500	Turnkey LED Conversion
Oakland, CA (Project 1)	City	37,000	Audit, Commissioning, Data Reconciliation
Oakland, CA (Project 2)	City	526	Turnkey LED Conversion
Orange, CA	City	4,400	Feasibility Analysis
Pico Rivera, CA (Project 1)	City	4,500	Turnkey LED Conversion & Maintenance
Pico Rivera, CA (Project 2)	City	1,100	Ownership Support
Pleasanton, CA	City	4,400	Inventory Audit, Data Reconciliation, Design, and Project Management Services
Poway, CA	City	3,600	Turnkey LED Conversion
Rancho Cordova, CA	City	6,500	Turnkey LED Conversion
Rancho Cucamonga, CA	City	15,000	Turnkey LED Conversion & Maintenance
Redlands, CA	City	4,822	Turnkey LED Conversion
San Bruno, CA	City	2,000	Turnkey LED Conversion
San Rafael, CA	City	813	Turnkey LED Conversion
Santa Ana, CA	City	11,500	Audit, Design, Data Reconciliation, Ownership Support
Santa Clara, CA	Municipal Utility	3,000	Turnkey LED Conversion
Santa Clarita, CA	City	22,936	Pole Inspection, Turnkey LED Conversion, and Maintenance Services
Santa Cruz, CA	City	995	Ownership Support
Santa Fe Springs, CA	City	6,500	LED Pilot Installation, Financial and Feasibility Analysis
Signal Hill, CA	City	1,300	Audit, Data Reconciliation, Design, Feasibility Analysis and Ownership Support
Simi Valley, CA	City	8,000	Turnkey LED Conversion & Maintenance
Sonoma, CA	City	1,200	Turnkey LED Conversion
Stanton, CA	City	1,300	Turnkey LED Conversion
Sunnyvale, CA	City	7,000	Turnkey LED Conversion
Thousand Oaks, CA	City	7,900	Ownership Support and Smart City Feasibility Analysis
Tustin, CA (Project 1)	City	3,500	Turnkey LED Conversion
Tustin, CA (Project 2)	City	500	Ownership Support
Vacaville, CA	City	3,980	Inventory Audit, Data Reconciliation, and Design Services
Vallejo, CA	City	9,000	Turnkey LED Conversion
Ventura, CA	City	9,000	Ownership Support
Vista, CA	City	2,300	Turnkey LED Conversion
West Hollywood, CA	City	2,500	Audit, Data Reconciliation, Feasibility Analysis, Pilot Installations, Distribution Pole Ownership Assistance, Maintenance Services

Colorado

Total Project Fixtures:		15,782	Contract Total: 8
Municipality	Type	Fixture Count	Scope of Work
Centennial, CO	City	2,953	Ownership Support
Erie, CO (Project 1)	Town	N/A	Feasibility Analysis
Erie, CO (Project 2)	Town	1,827	Audit & Data Reconciliation
Erie, CO (Project 3)	Town		Ownership Support
Louisville, CO	City	125	Ownership Support, Feasibility Analysis, Decorative LED Design, Audit, Data Reconciliation
Thornton, CO	Town	8,899	Streetlight Ownership Feasibility Analysis
Windsor, CO (Project 1)	Town	1,978	Feasibility Analysis
Windsor, CO (Project 2)	Town		Audit, Data Reconciliation, and Ownership Support

Connecticut

Total Project Fixtures:		62,984	Contract Total: 32
Municipality	Type	Fixture Count	Scope of Work
Berlin, CT	Town	2,537	Turnkey LED Conversion & Maintenance
Bristol, CT	Town	5,500	Turnkey LED Conversion
Chester, CT	Town	313	Turnkey LED Conversion & Maintenance
Darien, CT	Town	843	Turnkey LED Conversion & Maintenance
East Lyme, CT	Town	1,498	Turnkey LED Conversion & Maintenance
Farmington, CT	Town	1,728	Turnkey LED Conversion & Maintenance
Gales Ferry, CT	Town	87	Turnkey LED Conversion
Glastonbury, CT	Town	1,000	Turnkey LED Conversion
Granby, CT	Town	157	Turnkey LED Conversion & Maintenance
Groton Utilities, CT	Municipal Utility	2,256	Turnkey LED Conversion
Groton, CT	Town	1,550	Turnkey LED Conversion & Maintenance
Jewett City, CT	Borough	220	Turnkey LED Conversion
Ledyard, CT	Town	292	Turnkey LED Conversion
Mansfield, CT	Town	800	Turnkey LED Conversion & Maintenance
Meriden, CT	City	4,799	Turnkey LED Conversion & Maintenance
Middlefield, CT	Town	351	Turnkey LED Conversion & Maintenance
Middletown, CT	City	5,080	Turnkey LED Conversion
Montville, CT	Town	1,777	Turnkey LED Conversion & Maintenance
New London, CT	City	2,516	Turnkey LED Conversion
Norwich, CT	Municipal Utility	5,049	Turnkey LED Conversion
Old Lyme, CT	Town	396	Turnkey LED Conversion & Maintenance
Putnam (Spc District), CT	Town	858	Audit, Data Reconciliation
Rocky Hill, CT	Town	1,683	Audit, Data Reconciliation
South Norwalk Electric & Water, CT	Municipal Utility	1,116	Turnkey LED Conversion
Sterling, CT	Town	75	Turnkey LED Conversion
Stonington, CT	Town	1,700	Ownership Support, Turnkey LED Conversion
Suffield, CT	Town	680	Full Turnkey LED Conversion
Vernon, CT	Town	1,669	Turnkey LED Conversion & Maintenance
Waterbury, CT	City	7,250	Audit, Data Reconciliation, Design, Rebate/Rate Changes
Waterford, CT	City	1,976	Full Turnkey LED Conversion
West Hartford, CT	Town	6,500	Full Turnkey LED Conversion
Wolcott, CT	Town	728	Turnkey LED Conversion & Maintenance

Maine

Total Project Fixtures:		840	Contract Total: 2
Municipality	Type	Fixture Count	Scope of Work
Brewer, ME	City	600	Turnkey LED Conversion
Orono, ME	Town	240	Turnkey LED Conversion

Massachusetts

Total Project Fixtures:		81,942	Contract Total: 50
Municipality	Type	Fixture Count	Scope of Work
Andover, MA	Town	1,564	Turnkey LED Conversion
Ayer, MA	Town	520	Turnkey LED Conversion & Controls
Billerica, MA	Town	2,600	Turnkey LED Conversion
Boston, MA	City	4,000	Audit, Data Reconciliation of Decorative Fixtures
Bridgewater, MA	Town	1,286	Turnkey LED Conversion
Burlington, MA	City	2,400	Turnkey LED Conversion
Clinton, MA	Town	923	Turnkey LED Conversion
Dalton, MA	Town	740	Turnkey LED Conversion
Dracut, MA	Town	1,555	Turnkey LED Conversion
Dudley, MA	Town	600	Turnkey LED Conversion
Duxbury, MA	Town	333	Turnkey LED Conversion
Erving, MA	Town	163	Turnkey LED Conversion
Everett, MA	City	2,965	Turnkey LED Conversion
Franklin, MA	Town	1,648	Turnkey LED Conversion
Gardner, MA	City	1,532	Turnkey LED Conversion
Hanover, MA	Town	505	Turnkey LED Conversion
Hopkinton, MA	Town	563	Turnkey LED Conversion
Leominster, MA	City	3,637	Turnkey LED Conversion & Controls
Lexington, MA	Town	2,700	Turnkey LED Conversion
Longmeadow, MA	Town	1,500	Turnkey LED Conversion
Lowell, MA	City	7,000	Turnkey LED Conversion
Malden, MA	City	3,694	Turnkey LED Conversion
Manchester-by-the-Sea, MA	Town	363	Turnkey LED Conversion
Marion, MA	City	350	Turnkey LED Conversion
Medford, MA	City	4,618	Turnkey LED Conversion
Millis, MA	Town	436	Turnkey LED Conversion
Nahant, MA	Town	565	Turnkey LED Conversion
Newbury, MA	Town	500	Turnkey LED Conversion
North Andover, MA	Town	1,302	Turnkey LED Conversion
Northbridge, MA	Town	1,181	Turnkey LED Conversion
Oxford, MA	Town	945	Turnkey LED Conversion
Palmer, MA	Town	902	Turnkey LED Conversion, Maintenance
Rockport, MA	Town	771	Audit, Design, Ownership Support
Saugus, MA	Town	2,850	Turnkey LED Conversion, Controls
Sharon, MA	Town	1,600	Turnkey LED Conversion
Somerville, MA	City	4,842	Audit, Design/Installation Management
Spencer, MA	Town	885	Turnkey LED Conversion
Sudbury, MA	Town	591	Turnkey LED Conversion
Walpole, MA	Town	1,911	Turnkey LED Conversion
Ware, MA	Town	823	Turnkey LED Conversion & Maintenance
Warren, MA	Town	437	Turnkey LED Conversion & Maintenance
Watertown, MA	City	783	Turnkey LED Conversion
Wayland, MA	Town	714	Turnkey LED Conversion
Webster, MA	Town	1,485	Turnkey LED Conversion
Westfield Electric MUNI Utility, MA	Municipal Utility	4,000	Design and Photometrics
Westport, MA	Town	205	Turnkey LED Conversion
Weymouth, MA	Town	3,720	Turnkey LED Conversion & Controls
Williamstown, MA	Town	600	Turnkey LED Conversion
Winchendon, MA	Town	564	Turnkey LED Conversion
Winchester, MA	Town	1,571	Turnkey LED Conversion

Missouri

Total Project Fixtures:		6,613	Contract Total: 2
Municipality	Type	Fixture Count	Scope of Work
Ballwin, MO	City	2,113	Ownership Support
O'Fallon, MO	City	4,500	Ownership Support

Nebraska

Total Project Fixtures:		4,341	Contract Total: 4
Municipality	Type	Fixture Count	Scope of Work
Aurora, NE	City	200	Audit, Data Reconciliation
Kearney, NE	City	3,306	Audit, Data Reconciliation
Howells, NE	Village	200	Audit, Data Reconciliation
Nebraska Public Power District, NE	Municipal Utility	635	Audit, Data Reconciliation, Design

New Hampshire

Total Project Fixtures:		803	Contract Total: 4
Municipality	Type	Fixture Count	Scope of Work
Goffstown, NH	Town	460	Turnkey LED Conversion
Jaffrey, NH	Town	151	Turnkey LED Conversion
Londondery, NH	Town	143	Turnkey LED Conversion
North Stratford, NH	Town	49	Turnkey LED Conversion

New York

Total Project Fixtures:		42,765	Contract Total: 6
Municipality	Type	Fixture Count	Scope of Work
Buffalo, NY	City	33,000	LED Conversion/Ownership Feasibility Analysis
East Rochester, NY	City	700	Feasibility Analysis
Geneva, NY	City	1,696	Turnkey LED Conversion
Gloversville, NY	City	1,243	Feasibility Analysis, Ownership Support, Turnkey LED Conversion
Hamburg, NY	City	5,193	Audit, Data Reconciliation, Design
Ogdensburg, NY	City	933	Turnkey LED Conversion

Ohio

Total Project Fixtures:		36,359	Contract Total: 4
Municipality	Type	Fixture Count	Scope of Work
Athens, OH	City	1,100	Audit, Data Reconciliation, Design, Feasibility Analysis, Ownership Support
Cincinnati, OH	City	31,762	Audit, Data Reconciliation, Streetlight Repair Support
Independence, OH	City	1,000	Audit, Data Reconciliation, Design, Ownership Support, Feasibility Analysis
Zanesville, OH	City	2,497	Audit, Data Reconciliation

Tennessee

Total Project Fixtures:		3,349	Contract Total: 2
Municipality	Type	Fixture Count	Scope of Work
Paris, TN	City	2,541	Turnkey LED Conversion (Subcontractor to Prime)
Rockwood, TN	City	808	Turnkey LED Conversion (Subcontractor to Prime)

Texas

Total Project Fixtures:		21,238	Contract Total: 5
Municipality	Type	Fixture Count	Scope of Work
Corinth, TX	City	898	Ownership and Audit Support
Grapevine, TX	City	2,700	Audit, Feasibility Analysis
Keller, TX	City	3,200	Feasibility Analysis
Killeen, TX	City	4,440	Ownership and Audit Support
Round Rock, TX	City	10,000	Audit, Data Reconciliation

Various States

Total Project Fixtures:		62,516	Contract Total: 8
Municipality	Type	Fixture Count	Scope of Work
Carbondale, IL	City	1,800	Audit and Data Reconciliation
Chelan County Public Utility District, WA	Municipal Utility	7,000	Audit, Data Reconciliation, Design
Gilbert, AR	Town	16	Ownership Support
Kauai Island Utility Cooperative, HI	Municipal Utility	3,500	Turnkey LED Conversion & Controls
Mesa, AZ	City	40,000	Development of Street Light Master Plan
Miami Lakes, FL	City	900	Turnkey LED Conversion
Missoula, MT	City	6,000	Feasibility Analysis
Royal Oak, MI	City	3,300	Audit and Data Reconciliation



MEMORANDUM

To: Transportation and Public Works Committee
From: William Appleton, Public Works Director
Date: 1/27/23
Subject: 2023 Fee Schedule Amendment for Roadside Memorial Signs

Purpose:

To amend the City's 2023 Fee Schedule to include the fees associated with the recently adopted Roadside Memorial Sign Program.

Background:

At the January 24th, 2023 RCM, the SeaTac City Council approved by Resolution the attached Roadside Memorial Sign Program (Public Works Policy #019). The policy requires that applicants pay for the cost of fabrication and installation of the signs and in order to do so, the fees associated with the policy must be included in the city's fee schedule.

Adoption of the attached amendment to the Resolution adopting the current fee schedule will add the fees required for the new program. The draft revised fee schedule is also attached.

Options/Recommendation:

Staff are requesting a recommendation from committee to approve amending the 2023 Fee Schedule to include the fees associated with the Roadside Memorial Sign Policy.

RESOLUTION NO. _____

A RESOLUTION of the City Council of the City of SeaTac, Washington, amending the City of SeaTac Schedule of License Fees, Permit Fees, Other Fees and Charges for the City Services.

WHEREAS the City Council has, by Resolution, previously adopted a City of SeaTac Schedule of License Fees, Permit Fees, Other Fees and Charges for the City Services;

WHEREAS it is necessary to incorporate fees associated with new programs into the City's Schedule of License Fees, Permit Fees, Other Fees and Charges for the City Services

WHEREAS, the City Council has reviewed and approved by Resolution a Roadside Memorial Signage Program and associated fees;

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

1. That the City's Schedule of License Fees, Permit Fees, Other Fees and Charges for the City Services is hereby amended as set forth on the attached "Exhibit A", which is incorporated herein by this reference.
2. This Resolution shall become effective on February 14th, 2023.

PASSED this _____ day of _____, 2023 and signed in authentication thereof this day of _____, 2023.

CITY OF SEATAC

Jake Simpson, Mayor

ATTEST:

Kristina Gregg, City Clerk

Approved as to Form:

Mary Mirante Bartolo, City Attorney

City of SeaTac Policies and Procedures

Policy Number:	PW-019
Policy Name:	Roadside Memorial Signs
Department(s):	Public Works
Effective Date:	January 24, 2023
Supersedes:	N/A
Prepared by:	William Appleton, Public Works Director
Signature:	
Approved by:	William Appleton, Public Works Director
Signature:	

Purpose:

- Provide families of persons killed in traffic related incidents with a way to sponsor a memorial sign to be erected near the location of the incident;
- Ensure that memorial signs are located and installed in a safe and consistent manner within the public right-of-way; and
- Increase the traveling public’s awareness of the need to drive safely.

Policy:

Definitions

1. Deceased: Any person who was killed in a traffic related crash.
2. Immediate family member: A spouse, domestic partner, child, stepchild, brother, stepbrother, sister, stepsister, mother, stepmother, father, stepfather, grandparent, step grandparent or lineal descendent of the deceased.
3. Single crash site: The site of all vehicle crashes that occur within 1,000 feet from each other, regardless of when they occur.
4. Sidewalk: Includes any structure or form of street improvement in the space between the edge of right-of-way and the traveled way, known as the sidewalk area.
5. Representative: A person authorized by and acting in the interest of an immediate family member.

Long-term memorial application procedure

1. An immediate family member or their representative may apply to sponsor a sign memorializing the deceased.
2. The applicant must complete and return a memorial sign application on forms furnished by the City. The documentation provided by applicant must establish that the deceased died as a result of a vehicle crash at a specific location in the City of SeaTac.
3. In the absence of the accident report, the applicant may produce other information or documents that are equally reliable. The City, in its sole discretion, shall determine whether other information or documents provided in lieu of an accident report are sufficiently reliable.
4. Applications for private streets are not eligible for the Roadside Memorial Sign Program.
5. A person may file an application under this policy to memorialize a fatality in a crash that occurred not more than two years prior to the application date.

City review of long-term memorial sign application

1. The City shall review all applications to ensure they are complete and accurate. The City may request more information from the applicant if the application is incomplete or if the City needs additional information to process the application. The City shall deny any application that does not meet the criteria set forth in this Policy or does not contain the information required by this Policy or by the application.
2. Within 45 days after the City receives a correctly completed application submitted pursuant to this policy, the City shall complete its review of the application and inspect the proposed site for the memorial sign and shall send a written decision to the applicant indicating why or why not the application is accepted and indicating the proposed location of the sign.

Location, placement, and ownership of long-term memorial signs

1. Once an application has been approved, the applicant must pay the fee set forth in the City of SeaTac fee schedule to cover the cost of administration, fabrication, installation, and maintenance of the memorial sign and any name plaque that may be requested.
2. The City will select, purchase, install, remove, and retain ownership of memorial signs.
3. 24" by 24" signs will be installed in accordance with applicable City policies and standards for signs. This includes posts, hardware, materials, vertical, longitudinal, and lateral positioning. 24" by 12" name plaques shall be installed directly below the sign.
4. Memorial signs shall be placed only in a City public right-of-way, on the right side of the roadway, facing oncoming traffic. Signs will not be installed in the median of any City roadway.
5. Memorial signs shall be placed in close proximity to where the accident occurred at a location where the City determines it is safe and practical to do so.
6. Only one sign will be installed per intersection or per 1,000 feet of roadway for each direction of traffic. However, a memorial sign will not be placed in a location where the memorial sign obstructs the visibility of an existing traffic sign, or traffic signal or impairs sight distance below adopted City standards. Signs will not be placed within WSDOT

- limited access areas, on bridges or where these signs cause any concern or obstruction to any public appurtenance.
7. The City will not replace the sign should it be vandalized, damaged, or found missing; however, the applicant may apply for a new sign, including payment of the fee set forth in the City of SeaTac's fee schedule. Any replacement signs will continue the five (5) year period (Item 8 in this section) that began timing with the original sign.
 8. Unless it is determined that public safety requires the sign to be removed, the City of SeaTac will allow the sign to remain in the right-of-way for five (5) years after its placement, or until the City determines that the condition of the sign has deteriorated to a point where it is no long serviceable, whichever occurs first. The City shall remove and retain ownership of the sign after removal. The City may properly dispose of the sign unless applicant has requested, in writing on the application, possession of the sign after its removal. The applicant shall be responsible for promptly obtaining the sign from the City after its removal. Any signs left unclaimed after 45 days will be disposed of. The request to take possession of the sign is incumbent on the applicant.

Wording on long-term memorial signs

1. One of the following six messages, related to the cause of the crash, is available for standard memorial sign installation. The City, in its discretion, shall determine whether the requested message is related to the cause of the crash:
 - *Please don't drink and drive.*
 - *Please drive safely.*
 - *Seat belts save lives.*
 - *Watch for pedestrians.*
 - *Watch for bicyclists.*
 - *Watch for motorcyclists.*
2. A secondary plaque displays the message *In Memory Of*, together with the victim's name (See Schematic below). No more than three (3) name plaques may appear below a single memorial sign.

Multiple long term memorial sign applications

1. Only one sign will be installed per single crash site. Should a sign already exist, an additional name plaque may be added to an existing sign upon City approval. Multiple deceased names may appear on one sign.
2. The City may approve applications for an additional memorial sign at an existing crash site under the following circumstances:
 - Additional name plaques can be attached to the existing sign installation; or
 - A second memorial sign can be installed across the roadway from the first sign installation so that the second sign installation faces the traffic approaching from the opposite direction.

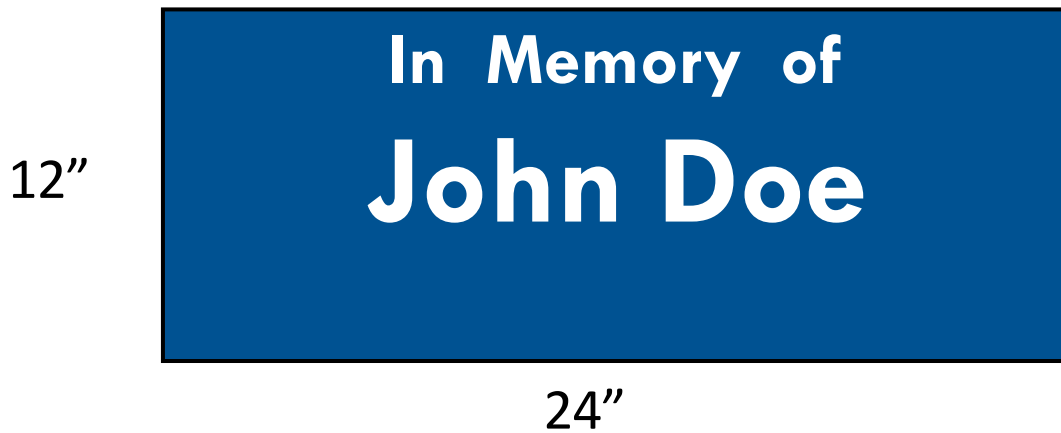
Informal short-term memorials and anniversary memorials

1. The placement of informal memorials shall be allowed in the right-of-way for up to

14 days after an accident with the following conditions:

- a. The memorial does not exceed three feet in height (except bicycles) and up to nine square feet in surface area and is contained in the right-of-way.
 - b. The memorial does not cause unsafe conditions for passing motorists, pedestrians or bicyclists or for people who are maintaining or visiting the memorial. At the sole discretion of the City, items may be rearranged or removed to improve safety.
 - c. Those visiting and/or maintaining the memorial comply with all other applicable laws.
 - d. No materials are placed on bridges or within WSDOT limited access areas.
 - e. Public Works Transportation Division is notified prior to installation.
2. At the end of the 14-day period, the City may remove any items from the memorial site.
 - a. The placement of an anniversary memorial shall be allowed in the right-of-way for up to seven days after each anniversary of the vehicle crash, for up to four years. At the end of the seven-day period, the City may remove any items from the memorial site.
 3. Unattended candles shall not be allowed at memorial sites and may be immediately removed by the City.
 4. Nothing in items 1 thru 4 shall prevent the City, at its sole discretion, from removing a memorial immediately in response to a threat to public safety.
 5. Any durable materials removed by the City will be held for 45 days. At the end of this period if the materials have not been claimed they will be properly disposed of.

Schematic of Memorial Signs



Memorial Sign Permit Application

Application Date: _____ Application No.: _____
(for City use only)

Applicant: _____

Address: _____

Contact Phone: _____

Email (optional): _____

* * * * *

Name of Deceased: _____
(As it should appear on sign)

Date of Accident:

Relationship to Deceased: _____
(Must be immediate family member or representative)

Location of Accident: _____
(Address, intersection, or distance and direction from intersection – must be within SeaTac city limits)

Wording Requested on Sign (Please select one.)

- Please Don't Drink and Drive. Please Drive safely. Watch for bicyclists.
 Seat belts save lives. Watch for pedestrians. Watch for motorcyclists.

REQUIRED INFORMATION

- Documentation establishing death as a result of a vehicle crash in SeaTac jurisdiction.
(The City, in its sole discretion, shall determine whether other information or documents provided in lieu of an accident report are sufficiently reliable.)
- Applicant requests to be present at time of sign installation. (Staff will make an effort to make arrangements with family, but City crew work scheduling may determine schedule if family availability is limited.)
- Applicant requests to pick up sign upon its removal from the roadway at the end of 5 years. (It will be the applicant's responsibility to promptly pick up sign once notified. If unable to contact, City will dispose of sign.)

Note: Once your application has been reviewed, a staff member from Public Works will contact you regarding your request (within 45 days of submittal). A \$500 (sign and plaque) or \$200 (plaque on existing sign) fee is due upon approval. Please call XXXXXXXXXXXX with any questions.

Requested Sign Location (attach map if available): _____

Signs will be installed in accordance with applicable City policies and standards for signs. This includes posts, hardware, materials, and positioning. Name plaques shall be installed directly below the sign.

Memorial signs shall be placed only in a City right-of-way, on the right side of the roadway, facing oncoming traffic. Signs will not be installed in the median of any City roadway.

See full policy for further details and regulations.

Revenue BARS Code (for receipt of fees)
Expenditure BARS Code (for materials)

THIS FORM IS A PUBLIC RECORD

CITY OF SEATAC



FEE SCHEDULE

Schedule of license fees, permit fees, other fees and charges for City services.

Effective: January 1, 2023

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GENERAL GOVERNMENT AND MISCELLANEOUS

Animal Control	
All animal control licenses and fees are charged on a pass-through basis as set by King County (King County Code, Chapter 11.04)	<u>Per King County Code. Website:</u> http://www.kingcounty.gov/depts/regional-animal-services.aspx
Appraisals	Actual Cost
Consultant Fees	
When consultant services are required to supplement or extend City Staff services and when such consultant is mutually agreed upon to provide services, all consultant fees, shall be paid by the applicant, at 100% of actual fees charged, plus a 10% administrative charge for contract management by the City	100% of actual fees charged, plus a 10% administrative charge
Copies and Records	
a. Audio/Video recordings of a meeting(s)	Actual Cost
b. Copies - Black & White -from paper, electronic media, microfilm, etc., per page for 11 or more pages, 11x17 and under (As allowed by RCW 42.56.070(7), (8) and RCW 42.56.120) Includes photocopies of public records or printed copies of electronic public records	\$0.15
c. Copies - Color City Maps - 8 ½ x 11	\$1.00
d. Copies - Color - Maps, plans, other GIS products	\$3.50 per square foot
e. Copies - Black & White - Maps, other GIS products	\$1.00 per square foot
f. Copies or Printing - Vendor produced Requestor will be notified of estimated costs in advance	Actual Cost
g. Electronic records provided on electronic storage media	Actual Cost
h. Electronic files or attachments uploaded to email, cloud-based storage, or other means of electronic delivery	\$0.05/four (4) electronic files
i. Postage and/or mailing materials	Actual Cost
j. Scan paper copies to electronic format, per page for 11 or more pages.(As allowed by RCW 42.56.070(7), (8) and RCW 42.56.120) Includes public records scanned into electronic format (up to 11x17)	\$0.10
k. Service charge to prepare data compilations or provide customized electronic access services	Actual Cost
l. Transmission of public records in an electronic format	\$.10/GB
m. GIS staff time for filling requests (minimum 1 hour; then billed in 15-minute increments)	Standard hourly rate

GENERAL GOVERNMENT AND MISCELLANEOUS

Collection Agency Fees (Per Collection Agreement)	
Debts Below \$15,000	Actual Cost + 25%
Debts Between \$15,000-\$50,000	Actual Cost + 20%
Debts Above \$50,000	Actual Cost + 15%
Dishonored Checks (Per Bank Contract)	
a. Reasonable handling charge	\$25.00
b. Cost of collection (or face amount of check, whichever is lesser)	\$40.00
c. Interest from date of dishonor	Prime + 3% (Max 12%)
Additional damages in event of court action - court costs and attorney fees of three times the face amount of the check, or \$300.00, whichever is less.	
Electronic Vehicle Charging	\$2.50 per transaction
Hearing Examiner - Appeals and Hearings	
Add Fees for any copies of records the City has to make for an appeal case	
a. Examiner's charge for conducting hearing and issuing a decision	Actual Cost
b. Filing fee for appeal to Examiner	\$244.00
c. Filing fee for appeal from Examiner to City Council	\$732.00
Late Payment Fees	
a. Late Fee (applied to invoices over 60 days late)	Prime + 3% (Max 12%)
b. Cost of collection and account monitoring	\$40.00
Locking Mailbox	\$120.00
Property owners with an income below 50% of the median (based on the latest HUD Income Guidelines for King County) are eligible for a 50% discount on mailboxes	
Lost check/Re-issue Requested (vendor and/or employee; fee charged after 2nd request)	\$25.00
Standard Hourly Rate	
Applies to all City departments. This rate shall apply to required and/or agreed to requests for expedited inspections, reviews, or other requested city services	\$119.50
Standard Hourly Overtime Rate	
Applies to all City departments. Charged at one and one-half times the standard hourly rate, this rate shall apply to required and/or agreed to requests for expedited inspections, reviews, or other requested city services that are required outside of normal business hours. A four-hour minimum callback charge will apply	One and one half times the standard hourly rate (4 hr minimum)

DEVELOPMENT RELATED FEES

Home Owner and Occupant Fee Credit

A credit of 20% against the following permit fees shall be applied upon proof of owner occupancy by the applicant. The Department of Community & Economic Development will establish and maintain the standard criteria and documentation required for the Home Owner and Occupant Fee Credit.

Types of Applications and Permits Eligible for Home Owner and Occupant Fee Credit

Building Services	Engineering Review
Building Permits - These will be incidental permits and may not be called out on the Fee Schedule but can be indicated on a Building Permit at time of application	ROW Class C - All Residential Driveways
Reroofs	Planning
Decks	Lot Line Adjustment
Maintenance/Repairs	Shoreline Exemption
Walls	Shoreline Substantial Development
Porches	Up to \$10,000
Fences > 6'	\$10,001 to \$100,000
Sheds > 200 SF	\$100,001 to 500,000
Storm Drainage	Special Home Occupation
Mechanical Permits	Variance - Administrative
Furnaces	Other Fees
Water Heaters	Technology Fee
Exhaust Fans	
Plumbing Permits	
Water Heaters	
Re-Piping	
Electrical Permits	
Circuits	
Panels	
T-Stats	
MISCELLANEOUS	
Pre-application Meeting -Due at time of application	\$366.00
Technology Fee	5% of the permit fee; \$5.50 minimum

DEVELOPMENT RELATED FEES

BUILDING SERVICES

Building and Sign Permits

(Technology Fee Applies)

Valuation Amount	Permit Fee
\$1 - \$500	\$61.00
\$501 - \$2,000	\$61.00 for the first \$500.00 plus \$5.60 for each additional \$100.00 or fraction thereof, to and including \$2,000
\$2,001 - \$25,000	\$145.00 for the first \$2,000 plus \$24.75 for each additional \$1,000.00 or fraction thereof, to and including \$25,000.00
\$25,001 - \$50,000	\$714.25 for the first \$25,000 plus \$18.10 for each additional \$1,000.00 or fraction thereof, to and including \$50,000.00
\$50,001 - \$100,000	\$1,166.75 for the first \$50,000 plus \$12.60 for each additional \$1,000.00 or fraction thereof, to and including \$100,000.00
\$100,001 - \$500,000	\$1,796.75 for the first \$100,000 plus \$10.15 for each additional \$1,000.00 or fraction thereof, to and including \$500,000.00
\$500,001 - \$1,000,000	\$5,856.75 for the first \$500,000 plus \$8.30 for each additional \$1,000.00 or fraction thereof, to and including \$1,000,000.00
Over \$1,000,000	\$10,006.80 for the first \$1,000,000.00 plus \$6.00 for each additional \$1,000.00 or fraction thereof over \$1,000,000.00

DEVELOPMENT RELATED FEES

Building and Sign Permits - Other Inspections & Fees (Technology Fee Applies)

Permit	Fee
Adult Family Home - Application and Inspection	\$165.00
Demolition Permit	
a. For buildings 500 square feet or less	\$61.00
b. Minimum for buildings 500 sq ft or more	\$183.00
c. SEPA required for non-single family residence and any structure in excess of 4000 feet.	See LAND USE
Inspections for Which No Fee is Specifically Indicated	Standard hourly rate, 1 hour minimum
Inspections Outside the Normal Business hours	One and one half times the standard hourly rate, 4 hour minimum
Manufactured Home - In a park or on a private property	\$378.00
Manufactured Home Pre-inspection - Per hour, plus mileage at IRS rate	Standard hourly rate, 1 hour minimum
Modular Structure - Based on contract amount and computed from ICC Building Standard Fee Table	Valuation
Moving of a House	\$366.00
Outside Consultant - If required for plan checking and inspections	100% of actual cost to include a 10% administrative fee
Plan Review	65% of the permit fee
a. Outside structural plan review - If required	Additional 33% of the permit fee
Re-Roofing Permit - For a single-family residence is based upon valuation as determined by the contract amount, or computed at the fair market rate per square foot for the DIY projects	\$110.00 minimum or valuation
Re-Inspection - Per hour	Standard hourly rate, 1 hour minimum
Washington State Surcharge (Per RCW 19.27.085)	
a. Residential building permits	\$6.50 each permit plus \$2.00 per residential unit after the first unit
b. Commercial building permits	\$25.00 each permit plus \$2.00 per residential unit after the first unit

DEVELOPMENT RELATED FEES

Electrical Permits (Technology Fee Applies)

Electrical-Single Family Residence (SFR)

	Valuation
New construction SFR dwelling - includes a garage	
Garages, pools, spas, outbuildings	\$149.50
SFR service change or alteration	\$98.00
SFR circuits added/alterd without service change up to five (5) new circuits	\$80.00
a. more than (5) new circuits	\$134.00
Low voltage systems	\$80.00
Meter/mast repair	\$98.00
Noise remedy permit	\$134.00

Electrical (Commercial and Multi Family)

Valuation Amount	Fee
\$250.00 or less	\$65.75
\$251.00 - 1,000.00	\$65.75 plus 5.50% of cost over \$250.00
\$1,001.00 - 5,000.00	\$107.00 plus 2.0% of cost over \$1,000.00
\$5,001.00 - 50,000.00	\$187.00 plus 1.86% of cost over \$5,000.00
\$50,001.00 - 250,000.00	\$1,024.00 plus 1.35% of cost over \$50,000.00
\$250,001.00 - 1,000,000.00	\$3,724.00 plus .91% of cost over \$250,000.00
\$1,000,001.00 and up	\$10,549.00 plus .60% of cost over \$1,000,000.00

a. In addition to the permit fee, when plan review is required, a plan review fee must be paid at the time of permit application equal to 25% of the permit fee with a minimum of the standard hourly rate

b. Additional plan review, if required by changes, additions, and/or revisions to plans will be charged the standard hourly rate (minimum 1 hour)

DEVELOPMENT RELATED FEES

Electrical -Other Inspections and Fees

Carnivals

a. Base fee	\$109.00
b. Each concession	\$14.50
Consultants Fee - If required for plan checking and inspections	100% of actual cost plus a 10% administrative fee
Inspection or Plan Review - Not specified elsewhere	Standard hourly rate, 1 hour minimum
Inspections for Which No Fee is Specifically Indicated	Standard hourly rate, 1 hour minimum
Inspections Outside Normal Business Hours	One and one half times the standard hourly rate, 4 hour minimum
Manufactured/Mobile Home Service - Does not include garage or outbuildings	\$97.00
Re-inspection Fees	Standard hourly rate, 1 hour minimum
Temporary Service - Residential, per hour	Standard hourly rate, 1 hour minimum

DEVELOPMENT RELATED FEES

Mechanical Permits (Technology Fee Applies)	
Mechanical-Single Family Residence (SFR)	
New construction single family dwelling*	\$207.00
New construction installation/existing dwelling* (existing dwelling with no existing ducting or venting)	\$207.00
<i>*Gas piping included in the above permits</i>	
Mechanical - Additions and Remodels to Single Family Residence	
Each new or replaced appliance/equipment, (furnaces, water heaters, exhaust fans, etc.)*	\$79.00
More than two new or replaced appliances/equipment, (furnaces, water heaters, exhaust fans, etc.) *	\$207.00
Gas piping (no equipment or appliances)	\$73.00
<i>*Gas piping included in the above permits</i>	
Mechanical - Multi-Family and Commercial	
Valuation Amount	Fee
\$250.00 or less	\$55.00
\$251.00 - 1,000.00	\$55.00 plus 4.5% of cost over \$250.00
\$1,001.00 - 5,000.00	\$88.75 plus 1.69% of cost over \$1,000.00
\$5,001.00 - 50,000.00	\$156.35 plus 1.58% of cost over \$5,000.00
\$50,001.00 - 250,000.00	\$867.35 plus 1.11% of cost over \$50,000.00
\$250,000.00 - 1,000,000.00	\$3,087.35 plus .86% of cost over \$250,000.00
\$1,000,001.00 and up	\$9,837.35 plus .50 % of cost over \$1,000,000.00
Mechanical - Plan Review Fee	
Plan Review Fee - Is equal to 40% of the Mechanical Permit Fee	
Additional Plan Review - If required by changes, additions, and/or revisions to plans, charged at the standard hourly rate (minimum 1 hour)	
Mechanical-Other Inspections and Fees	
Consultants Fee - If required for plan checking and inspections	100% of actual cost plus a 10% administrative fee
Inspections for Which No Fee is Specifically Indicated	Standard hourly rate, 1 hour minimum
Inspections Outside Normal Business Hours	One and one half times the standard
Re-inspection Fees	Standard hourly rate, 1 hour minimum

DEVELOPMENT RELATED FEES

Plumbing Permits

(Technology Fee Applies)

Plumbing-Single Family Residence (SFR)

New construction SFR Plumbing Permit	\$207.00
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Plumbing- Additions and Remodels to Single Family Residence

Adding one to five fixtures	\$75.50
Adding six to ten fixtures	\$134.00
Over ten fixtures	\$207.00

Plumbing - Multi-Family and Commercial

Valuation Amount	Fee
\$250.00 or less	\$55.00
\$251.00 - 1,000.00	\$55.00 plus 4.5% of cost over \$250.00
\$1,001.00 - 5,000.00	\$88.75 plus 1.69% of cost over \$1,000.00
\$5,001.00 - 50,000.00	\$156.35 plus 1.58% of cost over \$5,000.00
\$50,001.00 - 250,000.00	\$867.35 plus 1.11% of cost over \$50,000.00
\$250,000.00 - 1,000,000.00	\$3,087.35 plus .86% of cost over \$250,000.00
\$1,000,001.00 and up	\$9,837.35 plus .50% of cost over \$1,000,000.00

Plan Review Fee -equal to 40% of the Plumbing Permit Fee

Additional Plan Review - If required by changes, additions, and/or revisions to plans, charged at the standard hourly rate (minimum 1 hour)

Plumbing-Other Inspections and Fees

Consultants Fee- If required for plan checking and inspections	100% of actual cost plus a 10% administrative fee
Inspections for Which No Fee is Specifically Indicated	Standard hourly rate, 1 hour minimum
Inspections Outside Normal Business Hours	One and one half times the standard
Re-inspection Fees	Standard hourly rate, 1 hour minimum

DEVELOPMENT RELATED FEES

ENGINEERING REVIEW

Right of Way Use Permits

(Technology Fee Applies)

Application	Fee
Class A (Non-residential zones)	\$239.00
Class A (Residential zones)	\$119.50
Class B	\$239.00
Class C all residential driveways	\$239.00
Class C and Class D (Non-Franchise)	\$421.00
Class D (Franchise)	\$470.00
Class E (Haul)	\$217.50
Renewal	50% of the above application fee
Application Review	Fee
Class A (Non-residential zones)*	Standard hourly rate, 1 hour minimum
Class A (Residential zones)*	One hour (at standard hourly rate)
Class B*	Standard hourly rate, 1 hour minimum
Class C Residential driveways less < 30 feet width	Standard hourly rate, 1 hour minimum
Class C and Class D (Non-Franchise) with:	
a. Engineering plans with drainage facilities	\$1,243.50
b. Engineering plans without drainage facilities	\$331.50
Class D (Franchise) for all reviews, including re-submittals and revisions	Standard hourly rate, 1 hour minimum
Class E (Haul) with:	
a. Engineering and traffic control plans	\$388.50

DEVELOPMENT RELATED FEES

Daily Use (Inspection)	Fee
Class A (Non-residential zones)*	One (1) hour per day at standard hourly rate
Class A (Residential zones)*	No Fee
Class B*	One (1) hour per day at standard hourly rate
Class C and Class D (Non-Franchise)	
a. Construction (Performance Bond) Inspection	
Cost of improvement	Fee
\$0 - 30,000.00	\$140.00 + \$75.50/\$1,000 Cost
\$30,001.00 - 120,000.00	\$1,397.50 + \$33.50/\$1,000 Cost
\$120,001.00 - or more	\$5,417.50 + \$8.50/\$1,000 Cost
b. Maintenance Bond Inspection (Final, 6 mo., & 1 yr.)	
Cost of improvement	Fee
\$0 - 30,000.00	\$85.00 + \$12.00/\$1000 Cost
\$30,001.00 - 120,000.00	\$300.00 + \$5.00/\$1000 Cost
\$120,001.00 - or more	\$630.50 + \$2.50/\$1000 Cost
Class D	Standard hourly rate, 1 hour minimum
Class E	Standard hourly rate, 1 hour minimum
*See SMC 11.10.105 for any expressive activity.	

DEVELOPMENT RELATED FEES

Clearing/Grading/Drainage Permit Fees (STE Permits)

STE for Single Family Residential (SFR)

Application Fee	\$566.00
Renewal Fee	50% of application fee
Plan Review Fee	\$1,132.50
Inspection Fee	\$566.00
Additional inspections attributable to permittee's action or inaction (per inspection)	Standard hourly rate, 1 hour minimum

STE for all other Permits

Application Fee	\$741.50
Renewal Fee	50% of application fee
Initial Plan Review Fee	\$1,632.50

Construction (Performance Bond) Inspection Fee

Cost of improvement	Fee
\$0 - 30,000.00	\$140.00 + \$75.50/\$1,000 Cost
\$30,001.00 - 120,000.00	\$1,397.50 + \$33.50/\$1,000 Cost
\$120,001.00 - or more	\$5,417.50 + \$8.50/\$1,000 Cost

Maintenance Bond Inspection Fee (Final, 6 mo., & 1 yr.)

Cost of improvement	Fee
\$0 - 30,000.00	\$85.00 + \$12.00/\$1000 Cost
\$30,001.00 - 120,000.00	\$300.00 + \$5.00/\$1000 Cost
\$120,001.00 - or more	\$630.50 + \$2.50/\$1000 Cost

DEVELOPMENT RELATED FEES

Final Grading Plan Review Fees (STE Permit)

Shall be calculated by adding the application amounts from Final Grading Plan Review, Final Clearing Plan Review and if applicable, Final Drainage Plan Review-Commercial; provided the maximum plan review fee shall not exceed \$35,000.00

Final Grading Plan Review Table

Volume	Base	Per 100 cu.yds.
0-50 cu. yds.	Flat fee	\$186.50
51- 10,000 cu. yds.	\$186.50	\$17.50
10,001 to 50,000 cu. yds.	\$1,730.00	\$2.50
50,001 cu. yds., and more	\$2,999.50	\$1.50

Final Clearing Plan Review Table

Disturbed Area	Base	Per 100 cu.yds.
Up to 1/2 acre	\$73.00	\$331.50
1/2 to 10 acres	\$156.50	\$248.50
11 acres and more	\$4,899.50	\$81.00

Final Drainage Plan Review- Commercial Table

Disturbed area	Amount
0 - 1/2 acre site	\$997.50
½ - 1 acre site	\$1,246.00
1 - 5 acre site	\$1,994.50
More than 5 acre site	\$5,235.50

DEVELOPMENT RELATED FEES

Other Engineering Inspections and Fees (Technology Fee Applies)

Commercial Traffic Circulation Review	
a. On-site review only, no right-of-way improvements	\$199.50
b. On-site and right-of-way improvements review	\$599.00
c. Review for compliance with SEPA conditions	\$199.50
Concurrency Application & Review	One (1) hour at standard hourly rate
Inspections Outside Normal Business Hours	One and one half times the standard hourly rate, 4 hour minimum
Additional inspections attributable to permittee's action or inaction (per inspection)	Standard hourly rate, 1 hour minimum
Plan Addendum and Revision Fee	
a. Each occurrence	\$239.00
b. Plus additional hourly fee	Standard hourly rate, 1 hour minimum
Permit Renewal Fee	50% of standard application fee
Related Inspections and Other Services	Standard hourly rate, 1 hour minimum
Reclamation Bond Release Inspection	\$225.00
Standard Bonding Rate	
The standard performance bonding rate is set at 120% of the cost of the uncompleted work to be bonded.	120%
The standard maintenance bonding rate is set at 10% of the performance bond.	10%
Transportation Impact Fees	
Applies to all new development and increase in P.M. peak hour trips resulting from redevelopment.	See Schedule of Transportation Impact Fees to determine fee amount
Variance - Temporary Noise	\$244.00
Variance - Engineering Review	\$557.00

DEVELOPMENT RELATED FEES

LAND USE

Applications and Fees

(Technology Fee Applies)

Accessory Dwelling Unit	\$153.00
Binding Site Plan	
a. Preliminary	\$4,783.50
b. Final	\$2,989.50
Comprehensive Plan Amendment	\$2,561.50
Comprehensive Plan- Printed Copy	\$73.00
Conditional Use Permits (CUP)	
a. Minor	\$2,689.50
b. Major	\$5,001.00
Consultant Review and Confirmation Fee - For Wetland Consultant, GeoTech Consultant, Arborist, WCF, etc.	100% of actual cost plus a 10% administrative fee
Critical Areas Public Utility Exception	\$1,698.50
Critical Areas Reasonable Use Exception	\$1,698.50
Development Agreement	\$9,380.50
Floodplain Development	\$500.00
Inspections or Reviews - Not otherwise covered	Standard hourly rate
Long Plat	
a. Preliminary	\$9,587.50
b. Final	\$7,501.50
Lot Line Adjustment	\$1,501.00
Mobile Home Park Closure-Plus any other actual costs	\$1,794.00
MultiFamily Property Tax Exemption (MFTE)	
a. Application fee	\$1,336.00
b. Contract amendment	\$668.00
c. Extension of conditional certificate	\$668.00
Other Plans and Planning Documents - Per page for 10 or more pages	See Copies and Records
Planned Unit Developments (PUD)	
a. Preliminary	\$10,246.00
b. Final	\$5,001.00
Re-addressing Re-imburement - To neighbor(s) for cost of re-addressing of house (if required)	\$122.00 per house
SEPA - Environmental Checklist	\$2,658.50
SEPA - E.I.S. Preparation	Actual cost
Separate Lot Determination	\$506.00
Shoreline Exemption	\$244.00

DEVELOPMENT RELATED FEES

Shoreline Substantial Development Permit

Valuation Amount	Fee
Up to \$10,000.00	\$448.50
\$10,001.00 to \$100,000.00	\$1,373.00
\$100,001.00 to \$500,000.00	\$3,751.50
\$500,001.00 to \$1,000,000.00	\$8,294.50
\$1,000,001.00 +	\$13,759.50
Short Plats -Preliminary	\$4,589.00
Short Plat - Final	\$2,683.50
Short Term Rental	\$226.50
Preliminary Site Plan Review	\$2,683.50
Special Home Occupation Permit	\$445.00
Technology Fee	<u>See MISCELLANEOUS</u>
Temporary Use Permit	\$211.50
Text Amendment to Title 14, 15, 16, or 18 of the SeaTac Municipal Code	\$4,184.50
Variance - Planning	
a. Administrative	\$1,652.50
b. Other	\$3,476.50
Wireless Communications Facilities	
Macro Facility	\$2,689.50
Small Wireless Facility Permit	
a. Up to 5 facilities on existing poles	\$500.00
b. More than initial 5 on existing poles, per pole	\$100.00
c. New or replacement pole, per pole	\$1,000.00
Eligible Facilities Request	\$557.00
Zoning Change of Use/Minor Site Modification	\$444.50
Zoning Code Departure	\$226.50
Zoning Code Interpretation Letter	\$287.00
Zoning Compliance Letter	\$500.00
Zone Reclassification (Rezone) application	\$8,599.50

BUSINESS LICENSES

The City of SeaTac partners with State of Washington Business Licensing Service (BLS) to administer its City Licenses

General Business License Fees

Type	Frequency	Fee
Registration Only	Annual	\$0.00
Home Occupation	Annual	\$50.00
Out of City	Annual	\$150.00

Commercial License Fees-use the table below:

Number of Full-Time Employees	Frequency	Fee
0-10 FTE	Annual	\$100.00
11-50 FTE	Annual	\$250.00
51-100 FTE	Annual	\$1,500.00
101-500 FTE	Annual	\$4,750.00
501-1000 + FTE	Annual	\$9,500.00

Non-Profit 501(c)3 Registration

Type	Frequency	Fee
Registration	Annual	\$0.00

Other Licenses

Type	Frequency	Fee
Solicitor or Canvasser License	Annual	\$75.00
Vehicle for Hire License - Through King County as adopted by SMC 5.15	Per King County Code 6.64	

FIRE SERVICES

PUGET SOUND REGIONAL FIRE AUTHORITY (RFA)

Operational Permits

International Fire Code 105.6 as modified by SMC

Operational Permits may be prorated to align with monthly inspection area cycles

Fees for:

a. Hazardous Materials Permit	\$203.50
b. High Pile Combustible Material Storage Permit	\$203.50
c. All Other Permits	\$150.00

Construction Permits

International Fire Code 105.7 as modified by SMC

Plan Review Fees

Use Building Services, Building and Sign Permit Fee Valuation Table	65% of Permit Fee
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Permit Fees

Use Building Services, Building and Sign Permit Fee Valuation Table	100% of Permit Fee
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Fee for Residential Tank Removal	\$82.50
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Other Inspections and Fees

Additional plan review requiring changes, additions or revisions to plans (1 hour minimum)	Standard hourly rate
Business license inspection (1/2 hour minimum)	Standard hourly rate
Expedited review (1 hour minimum)	Standard hourly rate
Inspections for which no fee is specifically indicated (1 hour minimum)	Standard hourly rate
Inspections outside the normal business hours	Contact Puget Sound RFA
Re-inspections (1 hour minimum)	Standard hourly rate
Request for Code Modification or Alternative Method (2 hour minimum)	Standard hourly rate
The Compliance Engine Portal Filing Surcharge	\$20.00 per system, annually

MUNICIPAL COURT

Administrative Fees

a. Abstract of Driving Record	\$10.00
b. Non Sufficient Funds (NSF) Check	\$25.00

Copy Fees

a. Court Recordings (Per CD)	\$23.50
b. Other copy fees	See GENERAL GOVERNMENT AND MISCELLANEOUS

Filing Fees

a. Appeals (Civil & Infractions)	\$230.00
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PARKS, COMMUNITY PROGRAMS AND SERVICES

SeaTac Community Center

Rental	Resident Fee	Non- Resident Fee
Facility Rental-Banquet Room	\$95.00 hour	\$105.00 hour
Facility Rental-Gymnasium	\$60.00 hour	\$85.00 hour
Facility Rental-Arts/Crafts	\$40.00 hour	\$50.00 hour
Staff Support	\$25.00 hour	\$25.00 hour
Drop-In Aerobics (per day)	\$6.00	\$8.00
Weight Room (per day)	\$5.00	\$6.00
Weight Room - Seniors (per day)	\$2.75	\$3.75
Weight Room (monthly)	\$25.00	\$30.00
Weight Room - Seniors (monthly)	\$20.00	\$25.00
Shower (per use)	\$3.00	\$3.00

Valley Ridge Community Center

Rental	Resident Fee	Non- Resident Fee
Facility Rental	\$50.00 hour	\$65.00 hour
Staff Support	\$25.00 hour	\$25.00 hour

Valley Ridge Park

Rental	Resident Fee	Non- Resident Fee
Sports Field (synthetic turf)		
a. Tournament (per day, 4 field use. All 4 fields must be rented.)	\$2,400.00	\$2,800.00
b. Portable mounds per field	\$35.00	\$35.00
c. Portable fencing per field	\$125.00	\$125.00
d. Field Use (hourly, per field)	\$65.00	\$75.00
e. Field Lights (per hour)	\$30.00	\$30.00

Angle Lake Park

Rental	Resident Fee	Non- Resident Fee
Shelter A (Monday - Thursday)	\$115.00 all day	\$150.00 all day
Shelter A (Friday - Sunday)	\$140.00 all day	\$200.00 all day
Shelter B (Monday - Thursday)	\$115.00 all day	\$150.00 all day
Shelter B (Friday - Sunday)	\$140.00 all day	\$200.00 all day
Shelter C (Monday - Thursday)	\$135.00 all day	\$175.00 all day
Shelter C (Friday - Sunday)	\$160.00 all day	\$225.00 all day
Shelter D (Monday - Thursday)	\$75.00 all day	\$100.00 all day
Shelter D (Friday - Sunday)	\$120.00 all day	\$150.00 all day
Performing Stage (Monday - Thursday)	\$115.00 all day	\$150.00 all day
Performing Stage (Friday - Sunday)	\$140.00 all day	\$200.00 all day

PARKS, COMMUNITY PROGRAMS AND SERVICES

North SeaTac Park

Rental	Resident Fee	Non- Resident Fee
Baseball/Softball Fields		
a. Tournament (per day, 3 field use. Must rent all 3 fields.)	\$775.00	\$800.00
b. Field Use (per hour, per field)	\$40.00	\$45.00
Soccer (Synthetic turf)		
a. Tournament (per day, 2 field use. Must rent both fields.)	\$1,200.00	\$1,400.00
b. Field Use (hourly, per field)	\$65.00	\$75.00
c. Field Lights (per hour)	\$30.00	\$30.00

North SeaTac Park - Picnic Shelter

Rental	Resident Fee	Non- Resident Fee
Shelter (Monday-Thursday)	\$100.00 all day	\$150.00 all day
Shelter (Friday-Sunday)	\$140.00 all day	\$200.00 all day

Sunset Park

Rental	Resident Fee	Non- Resident Fee
Soccer Field		
a. Field Use (per hour)	\$30.00	\$35.00

Miscellaneous

Special Use Permit (Varies by event)	\$100.00 - \$5,500.00
Veteran Memorial tiles	\$150.00

Recreation Programs

Recreation Programs are designated by major category with a fee range. Fees for specific programs will vary within the range indicated, based on the number of participants, duration of program, instruction costs and operational supplies.

Class	Fee
Sport Classes	\$9.00-\$627.00
Recreation Classes	\$8.00-\$300.00
Senior Programs	\$8.00-\$100.00
Teen Programs	\$10.00-\$125.00
Youth Programs	\$5.00-\$175.00
Special Events Programs	\$5.00-\$100.00
Convenience fee for each online registration for any class, excursion, or other recreation transaction.	\$1.00

POLICE SERVICES

Concealed Pistol License	As set by RCW 9.41.070
False Alarms (excessive) - two or more in any consecutive 6 month period. (SMC 8.20.080)	\$100.00
Fingerprint Cards	
First 2 Cards	\$17.00
Additional Cards (each)	\$6.00
Parking Permit Program	
Permit Fee (1st permit)	\$0.00
Permit Fee (2nd permit)	\$65.00
Permit Processing Fee (re-issuance only)	\$25.00
Public Disclosure Records Requests / Police Reports	Refer to King County Sheriff's Office Records Unit
Steering Wheel Locks "The Club" (taxable)	
Car (Model 504)	\$12.80
Truck or SUV (Model 3000)	\$14.30
Vehicle Impound Release Fee (DWLS) (SMC 9.25.030)	\$100.00
Vehicle Impound Release Fee (Prostitution) (RCW 9A.88.140)	\$500.00
Vehicle Impound Release Fee (CSAM) (RCW 9A.88.140)	\$2,500.00

PUBLIC WORKS

Street Vacation

Street vacation application		\$1,220.00
Street vacation processing		\$1,220.00
Roadside Memorial Signage		
Memorial Sign & Plaque		\$500.00
Placard with name only		\$200.00
Franchise Fees		
Franchise Application		\$5,220.50 + Cost to Publish

