



Special Transportation and Public Works Agenda

November 6, 2023, 5:30-6:30 PM
 SeaTac City Hall – City Council Chambers
 Hybrid Meeting

Councilmembers:
 Chair Kwon
 Mayor Simpson

A quorum of the Council may be present.

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

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.

ITEM	TOPIC	PROCESS	WHO	TIME
1	Call to Order		Chair	
2	Roll Call of Committee Members	Take Attendance	Chair	2 min.
3	Prior Minutes to approve	Approve Minutes of September 28	Committee	3 min.
4	<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.</p> <ul style="list-style-type: none"> • Instructions for providing remote oral public comments are located at the following link: Council Committee and Citizen Advisory Committee Virtual Meetings. • 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. 		Chair	5 min.
5	Authorize Citywide Commute Trip Reduction (CTR) contract for services from City of Federal Way	Discussion/Action	Will Appleton	15 Min

6	Sale of property located at 1140 S 200 th Street	Discussion/Action	Florendo Cabudol	15 Min
7	Amend contract and approve new contract for real property appraisals on Airport Station Area Pedestrian Improvements Project	Discussion/Action	Florendo Cabudol	15 min
6	Public Works Update	Information Only	Will Appleton	10 min
7	Adjourn			



Transportation & Public Works Committee Meeting Minutes

September 28, 2023
4:30 – 6:00 PM
** Hybrid Meeting **

Commenced: 4:31 PM
Adjourned: 4:49 PM

<u>Members:</u>	<u>Present</u>	<u>Excused</u>	<u>Unexcused</u>
CM Kwon, Chair	X		
Mayor Simpson	X		
CM Takele Gobena			X

Other Councilmembers participating:

Staff Coordinators: Florendo Cabudol, City Engineer

Other Staff Participating; Zack Shields, Senior Planner

1. Call to Order	Chair Kwon called the meeting to order at 4:31 PM.
2. Public Comment	No Public Comment were submitted.
3. Review of the Minutes	September 14, 2023 T&PW Minutes were approved
4. Authorize two Public Works On-Call contracts	<p>Discussion/Action</p> <p>Florendo Cabudol, City Engineer, presented two Public Works On-Call Contracts for committee recommendation for approval: one for transportation/traffic engineering services and one for land surveying services.</p> <p>The services are to supplement staff expertise and availability to help the city with several projects.</p>

	<p>Staff determined that it was better to choose to separate the two on-call contracts into their specialties to meet various department needs versus selecting a consultant that offers both transportation/traffic engineering and land surveying services.</p> <p>These contracts are designed for services on an as-needed basis, are for a duration from 2023 to 2026, and each has a budgeted not to exceed annual amount.</p> <p>The city received several Statements of Qualifications for each contract and selected Transpo Group for the Transportation/Traffic Engineering Services contract, and Bush, Roed, and Hitchings for the Land Surveying Services contract.</p> <p>The Committee approved to move the contracts to full council with a recommendation for approval on consent agenda.</p>
<p>5. Department Updates</p>	<p>Florendo Cabudol, City Engineer, presented the department update for the Committee:</p> <p>Maintenance and Operations is planning for an emergency preparation day on October 17 and 18 and an invitation was made for Council to attend. Maintenance and Operations is also performing an assessment of sidewalks on International Blvd to grind and fix panels that need repair. They are also performing pavement patching on Military Rd S.</p> <p>The City is receiving its first delivery of F150 electric vehicles for city staff and expects the full order by the end of November.</p> <p>Public Works is coordinating with WSDOT to update all communications contacts in advance of wet weather to be prepared for any surface water runoff near the SR509 active construction site.</p> <p>34th Ave S Phase 1 is close to completion. They are making adjustments to the intersection of S 162nd & 34th Ave S.</p> <p>Airport Station Pedestrian Project is in the right of way acquisition phase.</p> <p>34th Ave S Phase 2 Project is in conceptual design.</p> <p>South 204th Street Improvements near Madrona Elementary is currently engaging with residents on South</p>

	<p>202nd Street. The project team is also preparing for its first public engagement event at Madrona Elementary in early November.</p> <p>Transportation Master Plan Update – the City is partnering with Port of Seattle on our transportation model and are currently collecting traffic data to incorporate into the model.</p> <p>The property acquired by the City to complete the Des Moines Memorial Drive S and S 200th Street Project is on the market, and there is currently one interested buyer.</p> <p>The bridge repair by WSDOT on 24th Ave South north of the airport will be complete by the end of the year.</p>
6. Adjourn	Chair Kwon adjourned the meeting at 4:49 PM.



MEMORANDUM

To: Transportation and Public Works Committee
From: William Appleton, Public Works Director
Date: October 25, 2023
Subject: Commute Trip Reduction Assistance Agreement with City of Federal Way

Purpose:

To provide an overview of the Commute Trip Reduction (CTR) Program and discuss continuing to contract with the City of Federal Way to administer the program for SeaTac through 2025.

Background:

The State Commute Trip Reduction Law is in place to reduce carbon emissions and traffic congestion on the state's busiest commute routes.

The State Commute Trip Reduction Law affects worksites with 100 or more full-time employees who begin their shift between 6 and 9 a.m. on weekdays in the nine most populous counties in the state. Worksites develop and manage their own programs based on:

- Transportation demand management strategies identified as having the greatest effect for their employees.
- Locally adopted goals for reducing vehicle trips and miles traveled.

Worksites conduct commute trip reduction surveys every other year to measure vehicle miles traveled and the mode choices of their employees. WSDOT and jurisdictions use these survey results to report on collective progress toward drive-alone and vehicle miles traveled reduction targets.

WSDOT provides technical assistance to jurisdictions and employers implementing commute trip reduction programs, lead performance-focused data analytics, develop statewide policies and practices, and support the Transportation Demand Management Technical Committee and Executive Board.

The City of SeaTac receives CTR grant funding each year to support administrative activities associated with the program. For the last year, the city has contracted with the City of Federal Way to effectively operate our day-to-day CTR activities. Federal Way has both the staff and experience to continue providing a high level of service for this important program.

The cost of performing these services will be covered by the CTR grant which has increased for the next two-year cycle. The proposed agreement and scope of work are attached.

Options/Recommendation:

Staff recommend that the city enter the subject interlocal agreement with the City of Federal Way to ensure that our CTR program continues to meet state requirements and effectively serve our businesses that are required to participate.

ORDINANCE NO. _____

AN ORDINANCE of the City Council of the City of SeaTac, Washington, authorizing the City Manager to enter an Interlocal Agreement with the City of Federal Way for commute trip reduction program services and amending the City's 2023-2024 Biennial Budget.

WHEREAS, the State Commute Trip Reduction (CTR) Law is in place to reduce carbon emissions and traffic congestion on the State's busiest commute routes; and

WHEREAS, the City of SeaTac is required to implement a (CTR) Program for employers within the City with 100 or more full-time employees; and

WHEREAS, the City of Federal Way has full time employees dedicated to implementation of the CTR Program that also have capacity and expertise to assist the City of SeaTac with implementation of our CTR Program; and

WHEREAS, SeaTac is able to maintain current staffing levels and provide a higher level of CTR related service to our businesses; and

WHEREAS, it is necessary for the City Council to amend the 2023-2024 Biennial Budget to provide additional appropriation authority for commute trip reduction support services;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SEATAC, WASHINGTON, DO ORDAIN as follows:

Section 1. The City Manager is authorized to enter an Interlocal Agreement with the City of Federal Way for Commute Trip Reduction support services.

Section 2. The City's 2023-2024 Biennial Budget is amended by increasing Street Fund (102) revenues by \$105,700 and expenditures by \$77,500 to fully fund the commute trip reduction program.

Section 3. This Ordinance shall be in full force and effect five (5) days after passage and

publication as required by law.

ADOPTED this ____ day of _____, 2022, and signed in authentication thereof on this ____ day of _____, 2022.

CITY OF SEATAC

Jake Simpson, Mayor

ATTEST:

Kristina Gregg, City Clerk

Approved as to form:

Mary E. Mirante Bartolo, City Attorney

[Effective Date: _____]

[The Great SeaTac Scrub Down Budget Amendment]

COMMUTE TRIP REDUCTION IMPLEMENTATION AGREEMENT

**between
The City of Federal Way
and
The City of SeaTac**

This Commute Trip Reduction Program Agreement (the “Agreement”) is entered into by and between The City of Federal Way (the “City”) and the City of SeaTac (the “Client”), either of which entity may be referred to hereinafter individually as “Party” or collectively as the “Parties,” for the purpose of implementing the Washington State Commute Trip Reduction Law of 1991.

WHEREAS, RCW 70.94.521 through RCW 70.94.555 (RCW) establishes the state’s leadership role, and the requirements and parameters to reduce traffic congestion, fuel use, and air pollution through commute trip reduction programs, including transportation demand management programs for growth and transportation efficiency centers (“GTEC”) in Washington State; and

WHEREAS the City agrees to provide Transportation Demand Management (“TDM”) services, primarily used to support local Commute Trip Reduction (“CTR”) programs to reduce air pollution, traffic congestion and fuel consumption by encouraging commuters to use alternative modes of transportation, such as buses, carpools, vanpools, bicycles, and walking, instead of driving alone; and

WHEREAS the RCW requires local governments in those counties experiencing the greatest automobile-related air pollution and traffic congestion to develop and implement CTR Plans to reduce vehicle miles traveled per employee and drive alone commute trips; and

WHEREAS, the RCW also requires major employers to develop, implement and promote employee transportation programs to encourage their employees to shift away from drive alone commutes; and

WHEREAS, the Client has within its jurisdictional boundaries one or more “major employers” and is required by RCW 70.94.527 to develop and implement a CTR Plan; and

WHEREAS, the Parties hereto are authorized to enter into this Agreement pursuant to RCW 70.94.527(5); and

WHEREAS, CTR Plans developed by local jurisdictions are required to be coordinated and consistent with the Work Plans of adjacent jurisdictions as well as applicable regional plans; and

WHEREAS, the Client and the City desire through this Agreement to implement the RCW consistent with the statute and any applicable rules and regulations; and

WHEREAS, the Client can achieve cost efficiencies and administrative consistency by contracting with the City for CTR implementation; and

WHEREAS, the nature of work involved with supporting and monitoring implementation of TMPs shares significant features with implementing CTR requirements at employer worksites; and

WHEREAS, this Agreement is entered into pursuant to the Interlocal Cooperation Act, Chapter 39.34 RCW;

NOW THEREFORE, in consideration of the terms, conditions, mutual promises and covenants set forth herein, the Parties agree as follows:

1. **PURPOSE**

The purpose of this Agreement is to establish a mechanism that will allow for certain tasks to be undertaken by the City on behalf of the Client to implement the Client's obligations under the RCW and provisions in the City of SeaTac's Municipal Code Chapter 11.30 relating to CTR requirements and to set forth the responsibilities of the Parties with respect to that objective.

2. **DEFINITIONS**

The following definitions shall apply for purposes of this Agreement:

“Administrative Representative” means the primary administrative contact for issues related to this Agreement as designated in Section 9.2 of the Agreement.

“Commute Trip Reduction (CTR) Plan” means a plan adopted by the Client designed to increase the proportion of non-drive-alone commute trips (“NDAT”) and reduce commute trip vehicle miles traveled by employees.

“Affected Employer” means an employer required by RCW 70.94.521 and the Client’s CTR Plan to implement a CTR program (see also “major employer”).

“Commute Trip Reduction Program (CTR Program)” means a program designed by an Affected Employer to reduce the proportion of drive alone commute trips and be consistent with the rules established by the TDM Executive Board and TDM Technical Committee.

“CTR Funds” means state funds authorized by RCW 70.94.544 and Section 301 of the Natural Resources biennial budget to help counties and cities implement commute trip reduction plans.

“Major Employer” means a private or public employer that employs one hundred or more full-time employees at a single worksite who are scheduled to begin their regular workday between 6:00 a.m. and 9:00 a.m. on weekdays for at least twelve continuous months during the year, as provided in RCW 70.94.521 (herein also known as an “Affected Employer”).

“State” is the Washington State Department of Transportation (WSDOT) unless otherwise noted.

3. DUTIES AND RESPONSIBILITIES

- 3.1 Provision of CTR Services.** City of Federal Way will perform the CTR services specified with particularity in the Scope of Work (the “Work”) set forth as Exhibits A, attached hereto and incorporated herein by this reference.
- 3.2 Reimbursement of Costs.** In accordance with the payment and billing provisions set forth in Section 4 of this Agreement, the Client will reimburse the City for undertaking the Work pursuant to this Agreement.
- 3.3 Implementation of Strategies.** The City agrees to implement the strategies and produce the deliverables outlined in the City of SeaTac’s WSDOT-approved Administrative Work Plan in order to coordinate the development, implementation and administration of a CTR Program or Plan.
- 3.4 Use of State Funds.** The City agrees to use State funds provided as part of this agreement in accordance with incentives guidance from WSDOT that the Client will provide to the City.

4. PAYMENT AND BILLING

- 4.1 Payment.** The Client will reimburse the City for the full costs associated with the City's performance of the work pursuant to this Agreement.
- 4.2 Cost Estimate and Budget.** A cost estimate and budget for work to be performed through June 30, 2025 is set forth in Exhibit A, which is attached hereto and incorporated herein by this reference.
- 4.3 Invoices and Payment Process.** The Client shall make quarterly payments to the City for Work performed pursuant to this Agreement upon receipt of detailed billing invoices from the City. The Client shall make payment to the City within thirty (30) days of receipt of a billing invoice from the City. The City shall submit invoices and a quarterly progress report to the Client per the following schedule of fixed payments:

<u>Payment</u>	<u>CTR Fixed Payment</u>	<u>Invoice Submitted No Earlier Than</u>
1 st Payment	\$12,500.00	September 30, 2023
2 nd Payment	\$12,500.00	December 31, 2023
3 rd Payment	\$12,500.00	March 31, 2024
4 th Payment	\$12,500.00	June 30, 2024
5 th Payment	\$12,500.00	September 30, 2024

6 th Payment	\$12,500.00	December 31, 2024
7 th Payment	\$12,500.00	March 31, 2025
8 th Payment	\$12,500.00	June 30, 2025**
Total	\$100,000.00	

* 2nd and 6th payment invoices to be submitted no later than January 5, 2024 and January 5, 2025, respectively.

** 8th payment invoice to be submitted no later than July 5, 2025.

The total contract amount shall not exceed **\$100,000.00**.

4.5 Reimbursement of Pre-Termination Costs Incurred. In the event of termination pursuant to the provisions of Section 7 (Termination) of this Agreement, the Client shall reimburse the City for all costs payable under this Agreement that have been incurred up to and including the effective date of termination.

5. WORK SCHEDULE AND PROGRESS REVIEW

5.1 Progress Reviews. The City shall submit a quarterly report of progress and anticipated activities to jurisdiction representatives in a format prescribed by the Client and in accordance with State guidelines. On-going, periodic review of issues and materials will also be conducted with the jurisdiction representatives.

5.2 State Evaluation Requirements. At the request of the Client, the City will provide information to the State for monitoring or evaluation activities.

6. EFFECTIVE DATE AND TERM OF AGREEMENT

This Agreement is effective on July, 1, 2023, and shall continue until terminated in accordance with Section 7 (Termination) of this Agreement. The deadline for performing substantive work as described in Exhibit A (Scope of Work) and for incurring costs is June 30, 2025, and for final accounting purposes is July 8, 2025. The Parties may agree to extended and/or additional scope(s) of work using the modification procedure provided in Section 8 (Changes and Modifications) of this Agreement.

7. TERMINATION

7.1 Termination for Default. Either Party may terminate this Agreement in the event the other Party fails to perform a material obligation of this Agreement. Written notice of a Party's intention to terminate this Agreement pursuant to this Subsection 7.1 shall be provided to the other Party not less than fifteen (15) calendar days prior to the effective date of termination.

Commented [WA1]: Is this language ok? Our previous contract expired in June 2023, but they have been continuing to perform work. How do we craft this so we can pay FW for their work from June 2023 thru the point that we execute the new contract? Are we simply able to state that this agreement is retroactive back to June 2023 and provide something in the preamble speaking to why.

7.2 Termination for Convenience. Either Party to this Agreement may terminate the Agreement, in whole or in part, for convenience and without cause. Written notice of a Party's intention to terminate this Agreement pursuant to this Subsection 7.2 shall be provided to the other Party not less than thirty (30) days prior to the effective date of termination.

7.3 City Funding and Termination for Non-Appropriation. Performance of any Work undertaken by the City pursuant to this Agreement in advance of receiving reimbursement by the Client beyond the current appropriation year is conditioned upon the appropriation by the SeaTac City Council of sufficient funds to support the performance of the work. Should such an appropriation not be approved, the Agreement shall terminate at the close of the current appropriation year. The appropriation year ends on December 31 of each year.

7.4 Termination Due to Loss of State Funding. If at any time during the Agreement period the State acts to terminate, reduce, modify, or withhold CTR State Funds allotted to the Client pursuant to RCW 79.94.544 then either Party may terminate this Agreement by giving thirty (30) days advance written notice to the other Party.

8. CHANGES AND MODIFICATIONS

Either Party may request changes to the provisions of this Agreement. Any such changes must be mutually agreed upon and incorporated by written amendment to this Agreement. No variation or alteration of the terms of this Agreement will be valid unless made in writing and signed by authorized representatives of the Parties hereto.

9. NOTIFICATION AND IDENTIFICATION OF CONTACTS

9.1 Administrative Representatives. Both Parties shall designate an administrative representative to act as the contact person for matters pertaining to this Agreement.

9.2 Contact Persons and Addresses.

For the City: Deeksha Nagaraj, Transportation Planner
City of Federal Way Public Works
33325 8th Ave S
Federal Way, WA 98003
(253) 835-2747

For the Client: Karen Battis
City of SeaTac
4800 South 188th Street
SeaTac, WA 98188-8605
(206) 973-4720

9.3 Notice. Any notice or communication required or permitted to be given pursuant to this Agreement shall be in writing and shall be sent postage prepaid by U.S. Mail, return receipt requested, to the Parties' respective administrative representatives at the addresses identified in Subsection 9.2 of this Agreement.

10. DISPUTE RESOLUTION PROCESS

The Parties, through their designated representatives identified in Subsection 9.2 of this Agreement, shall use their best efforts to resolve any disputes pertaining to this Agreement that may arise between the Parties. If these designated representatives are unable to resolve a dispute, the responsible project managers of both Parties shall review the matter and attempt to resolve it. If they are unable to resolve the dispute, the matter shall be reviewed by the department directors of both Parties or his or her designee. The Parties agree to exhaust each of these procedural steps before seeking to resolve disputes in a court of law or any other forum.

11. AUDITING OF RECORDS, DOCUMENTS AND REPORTS

The State Auditor and any of its representatives shall have full access to and the right to examine during normal business hours and as often as the State Auditor may deem necessary, all the records of the Client and the City with respect to all matters covered in this Agreement. Each Party to the Agreement shall have similar access and rights with respect to the records of the other Party. Such representatives shall be permitted to audit, examine, and make excerpts or transcripts from such records and to make audits of all contracts, invoices, materials, payrolls, and records of matters covered by this Agreement. The City shall require any subcontractors performing work on this Agreement to grant the State, the State Auditor, and any of their representatives, comparable audit rights as set forth in this Section. Such rights last for three (3) years from the date final payment is made hereunder.

12. INDEMNIFICATION AND HOLD HARMLESS

12.1 To the maximum extent permitted by law, each Party shall defend, indemnify and hold harmless the other Party and all of its officials, employees, principals and agents from all claims, demands, suits, actions, and liability of any kind, including injuries to persons or damages to property, which arise out of, are connected with, or are due to any negligent acts or omissions of the indemnifying Party, its contractors, and/or officials, employees, agents, or representatives in performing work under this Agreement; provided, however, that if (and only if) the provisions of RCW 4.24.115 apply and any such damages and injuries to persons or property are caused by or result from the concurrent negligence of the Client or its contractors, officials, employees, agents, or representatives, and the City or its contractors, officials, employees, agents, or representatives, each Party's obligation hereunder applies only to the extent of the negligence of such Party or its contractors, officials, employees, agents, or representatives. Each Party specifically assumes potential

liability for actions brought by its own employees against the other Party and for that purpose each Party specifically waives, as to the other Party only and only to the extent necessary to fulfill its obligations under this Agreement, any immunity under the Worker's Compensation Act, RCW Title 51; and the Parties recognize that this waiver was the subject of mutual negotiation and specifically entered into pursuant to the provisions of RCW 4.24.115, if applicable.

- 12.2** The Client acknowledges it is solely responsible for its compliance with the CTR Act, and for the adoption, implementation, and enforcement of any Client ordinances, plans, and programs related to the CTR Act. The Client shall indemnify and hold the City harmless from, and shall process and defend, at its own expense, any and all claims, demands, suits at law or equity, actions, penalties, losses, damages, or costs arising out of, in connection with, or incidental to any act or omission of the Client or any of its officers, employees, subcontractors or agents in adopting or enforcing any Client ordinances, plans and programs related to the CTR Act.
- 12.3** The Parties hereto acknowledge that the State of Washington is not liable for damage or claims from damages arising from any act or omission of the City or the Client under this Agreement.
- 12.4** In the event any Party incurs attorney's fees, costs or other legal expenses to enforce provisions of this section against the other Party, all such fees, costs, and expenses shall be recoverable by the prevailing party.

13. LEGAL RELATIONS

- 13.1 No Third-Party Beneficiaries.** It is understood that this Agreement is solely for the benefit of the Parties hereto and gives no right to any other person or entity.
- 13.2 No Partnership or Joint Venture.** No joint venture, agent-principal relationship or partnership is formed as a result of this Agreement. No employees or agents of one Party or any of its contractors or subcontractors shall be deemed, or represent themselves to be, employees or agents of the other Party.
- 13.3 Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.
- 13.4 Jurisdiction and Venue.** The King County Superior Court, situated in Seattle, Washington, shall have exclusive jurisdiction and venue over any legal action arising under this Agreement.
- 13.5 Mutual Negotiation and Construction.** This Agreement and each of the terms and provisions hereof shall be deemed to have been explicitly negotiated between, and mutually drafted by, both Parties, and the language in all parts of this Agreement shall, in

all cases, be construed according to its fair meaning and not strictly for or against either Party.

- 13.6 Severability.** If any provision of this Agreement is held invalid by a court of competent jurisdiction, the remainder of the Agreement shall not be affected thereby if such remainder would then continue to serve the purposes and objectives originally contemplated by the Parties.
- 13.7 Waiver of Default.** Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver of breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of this Agreement unless stated to be such in writing, signed by duly authorized representatives of the Parties, and attached to the original Agreement.
- 13.8 Assignment.** Neither this Agreement, nor any interest herein, may be assigned by either Party without the prior written consent of the other Party.
- 13.9 Binding on Successors and Assigns.** This Agreement and all of its terms, provisions, conditions, and covenants, together with any exhibits and attachments now or hereafter made a part hereof, shall be binding on the Parties and their respective successors and assigns.
- 13.10 Rights and Remedies.** Both Parties' rights and remedies in this Agreement are in addition to any other rights and remedies provided by law.
- 13.11 Entire Agreement.** This Agreement embodies the Parties' entire understanding and agreement on the issues covered by it, except as may be supplemented by subsequent written amendment to this Agreement, and supersedes any prior negotiations, representations or draft agreements on this matter, either written or oral.
- 13.12 Survival.** The provisions of this Section 13 (Legal Relations) shall survive any termination of this Agreement.

14. FORCE MAJEURE

Either Party to this Agreement shall be excused from performance of any responsibilities and obligations under this Agreement, and shall not be liable for damages due to failure to perform, during the time and to the extent that it is prevented from performing by a cause directly or indirectly beyond its control, including, but not limited to: any incidence of fire, flood, snow, earthquake, or acts of nature; strikes or labor actions; accidents, riots, insurrection, terrorism, or acts of war; order of any court of competent jurisdiction or authorized civil authority commandeering material, products, or facilities by the federal, state or local government; or national fuel shortage; when satisfactory evidence of such cause is presented to the other Party to this Agreement, and provided that such non-performance is beyond the control and is not due to the fault or negligence of the Party not performing. In no event should this provision eliminate

the obligation of the Client to make payment to the City for the Work performed pursuant to this Agreement.

15. COMPLIANCE WITH APPLICABLE LAWS

The Parties agree to comply with all applicable federal, state, and local laws, rules, and regulations, including those pertaining to nondiscrimination and agree to require the same of any subcontractors providing services or performing any of the Work using funds provided under this Agreement.

16. EXECUTION OF AGREEMENT – COUNTERPARTS

This Agreement may be executed in two (2) counterparts, either of which shall be regarded for all purposes as an original.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the latest date written below.

CITY OF SEATAC

CITY OF FEDERAL WAY

By: _____
Carl Cole
City Manager

By: _____
Jim Ferrell
Mayor

Date: _____

Date: _____

Approved as to form by:

Approved as to form by:

By: _____
City Attorney

By: _____
City Attorney

Date: _____

Date: _____

Exhibit A
City of SeaTac
Commute Trip Reduction (CTR) Services for Affected Employers
Scope of Work
Period: July 1, 2023 through June 30, 2025

Strategy 1: Program Administration

Brief description	Administer the program to meet state and city planning and implementation objectives and requirements.
Activities and outputs	<p><u>A. Administer the employer site registration and inventory record-keeping:</u> Identify, notify, and register new sites into the program in order to prepare them for their baseline surveys. Negotiate steps for compliance with non-compliant worksites with the onboarding component.</p> <p><u>B. Maintain database and master file records</u> on basic site information for all sites. Provide the Client and WSDOT with an electronic copy of City’s CTR-affected employers and ETCs, as requested by the Client or required by WSDOT.</p> <p><u>C. Administer, or assist the Client with administering, state and City planning and contracting processes:</u> Perform general update and implementation of the CTR Plan and ordinance, including development and execution of implementation contract between City of Federal Way CTR Services, the City of SeaTac and their Administrative Work Plan; and the CTR Final Report for the biennium. Provide quarterly report information for Client to complete state funds billing and reporting requirements. Meet regularly with Client staff to review activities, current issues, ongoing challenges and accomplishments. Provide the Client with draft responses to inquiries by state CTR committees and others, when warranted and as requested by the Client. Conduct other administrative activities as needed.</p>
Potential issues and risks	Outputs may be dependent on the actions of external organizations or other external factors; unresponsive sites

Strategy 2: Employer Program Development, Engagement and Marketing

Brief description	Engage worksite ETCs with assistance, training, communications, resources, and information to operate successful programs.
Activities and outputs	<p><u>A. Training:</u> Train all new employee transportation coordinators “(ETCs)” (at existing and new worksites) to ensure that they understand the requirements of the law, implementation strategies and their sites’ performance to date. Training classes can be taken online and include basic ETC training and survey training as needed.</p> <p><u>B. Marketing Assistance:</u> Assist ETCs with marketing of commute programs and ensure they meet their program information distribution requirements.</p> <p><u>C. Program Assistance:</u> Focusing primarily on sites that have not made progress toward goal, conduct survey analyses, review program summaries and make recommendations for program improvements.</p> <p><u>D. Targeted Promotions:</u> Identify highly congested employment areas, corridors, industries, and/or sites that have not made progress toward goals for targeted outreach. Actively work with ETCs to promote alternatives to drive-alone commuting at these locations or sites.</p> <p>(For C and D, the number and composition of worksites for such shall be determined in consultation with Client project manager, with larger worksites generally receiving more focus and time than smaller ones.)</p> <p><u>E. Information Provision:</u> Help ETCs become a major resource to their employees by providing them with up-to-date commute information, tools for communicating with employees, turnkey commuter promotions, and opportunities to attend networking events. Send transportation-related news and announcements via email to all ETCs; coordinate and distribute electronic materials and information for promotions such as Wheel Options and Bike Everywhere Month and Day; and schedule, promote, engage speakers and invite ETCs to employer network group meetings approximately 2-3 times per year.</p> <p><u>F. Strategic Planning:</u> Develop strategies to help ETCs communicate and promote their programs to employees and achieve success with their programs.</p> <p>G. City to attend statewide and regional meetings related to the administration and effectiveness of the Client’s CTR program such as Technical Group, CTR Survey Tools, etc.</p>
Potential issues and risks	Sites are non-responsive or unable to make resource investments in program; ETCs are not given the time to use resources available to market program to employees; sites non-responsive to events and promotions.

Strategy 3: Program measurement and reporting (survey or alternate and employer program reports)

Brief description	Track and notify employers of surveying and reporting requirements, gather and manage survey and program report data, and provide technical assistance for and administration of measurement/reporting activities and program review/modification as warranted.
Activities and outputs	Assist site representatives with: (1) baseline survey and initial program development, for new sites; (2) ongoing survey and program reporting for existing sites; and (3) for worksites not making progress toward goal, review of the existing program and recommendations for program modifications to improve performance as warranted for existing sites. This strategy includes sending survey and program notifications to all sites starting in Spring 2024 in coordination with WSDOT Survey deployment; reviewing and administering extensions and exemptions requests; and setting up and assisting sites with paper and online surveys and program reporting. Receive program report submittals and manage/organize program report data. Negotiate steps for compliance with non-compliant worksites. Maintain or edit report formats as needed; database; and keep master file records on all sites. Provide survey results and program reporting information to the city/state and worksite.
Potential issues and risks	Timely processing of survey and report data by WSDOT and accuracy of tools and data; unresponsive sites; ETC turnover

CTR Plan Requirements for 2024

Benefits of Commute Trip Reduction	<ol style="list-style-type: none"> 1. Describe the local land use and transportation context and objectives. 2. Describe how the CTR program will help achieve the jurisdiction's land use and transportation objectives. 3. Describe how the CTR program will help achieve the jurisdiction's environmental objectives. 4. Describe how the CTR program will help achieve the jurisdiction's regional and state objectives
Performance Targets	<ol style="list-style-type: none"> 1. List CTR performance target(s) for the jurisdiction and CTR-affected worksites 2. List the base value used for each performance target and each site. 3. Describe the method you used to determine the base value for each target. 4. Describe how you'll measure progress toward each target 5. List your jurisdiction's CTR-affected worksites
Services and Strategies	<ol style="list-style-type: none"> 1. Describe the services and strategies the jurisdiction will use to achieve CTR targets. 2. Describe how jurisdiction services and strategies will support CTR-affected employers.

	<ol style="list-style-type: none"> 3. Describe barriers that the jurisdiction must address to achieve CTR targets. 4. Describe the transportation demand management technologies your jurisdiction plans to use to deliver CTR services and strategies. 5. Transcribe or link to your local CTR ordinance. 6. Describe financial plan, implementation structure and schedule.
Alignment with plan	<ol style="list-style-type: none"> 1. List the transit agencies that provide service in your jurisdiction. 2. List the transit plans you reviewed while developing this plan. 3. Describe any comprehensive plan updates that are needed and when they will be made
Engagement	<ol style="list-style-type: none"> 1. Describe stakeholder engagement and engagement focused on vulnerable population. 2. List employers' suggestions to make CTR more effective.
Total CTR-Affected Budget Amount - Not to Exceed	\$100,000.00

Commuter Trip Reduction

Transportation and Public Works Committee

11/6/2023



PRESENTATION OVERVIEW

PURPOSE OF PRESENTATION

To provide a brief overview of the Commute Trip Reduction Program

To request Council authorization for the City Manager to execute an Interlocal Agreement (ILA) with the City of Federal Way for CTR support services.

WHY IS THIS ISSUE IMPORTANT?

The CTR program is required by State Law

1. The City of SeaTac entered an interlocal agreement in 2022 with the City of Federal Way for CTR program support. The term of the agreement has expired and both parties would like to execute a new agreement.
2. An Interlocal Agreement with the City of Federal Way to provide CTR support will allow Seatac to fulfill its CTR requirements while maintaining the same level of staffing.



Commute Trip Reduction Overview

- The State Commute Trip Reduction Law is in place to reduce carbon emissions and traffic congestion on the state's busiest commute routes.
- The State Commute Trip Reduction Law affects worksites with 100 or more full-time employees who begin their shift between 6 and 9 a.m. on weekdays in the nine most populous counties in the state.
- Worksites develop and manage their own programs based on:
 - Transportation demand management strategies identified as having the greatest effect for their employees.
 - Locally adopted goals for reducing vehicle trips and miles traveled.
- There are 8 employers (14-sites) within the City of SeaTac that are required to comply with CTR



Commute Trip Reduction Overview

- Worksites conduct commute trip reduction surveys every other year to measure vehicle miles traveled and the mode choices of their employees. WSDOT and jurisdictions use these survey results to report on collective progress toward drive-alone and vehicle miles traveled reduction targets.
- The City of SeaTac receives CTR grant funding each year to support administrative activities associated with the program; funding will be used to compensate Federal Way for their support services.
- Both grant funding and requirements have increased for 2024/2025.



POTENTIAL COUNCIL ACTION

COMMITTEE ACTION REQUESTED

- Adoption of an Ordinance authorizing the City Manager to to enter an ILA with the City of Federal Way to provide CTR program support services for 2024/2025 and amending the 2023/2024 biannual budget to provide funding.





MEMORANDUM

To: Transportation and Public Works Committee
Through: William Appleton, Public Works Director
From: Florendo Cabudol, City Engineer
Date: November 1, 2023
Subject: Sale of property located at 1140 South 200th Street
Agenda Bill #:

Purpose:

The purpose of this item is to seek Committee recommendation for Council to pass a Motion to execute a purchase and sales agreement to sell property located at 1140 South 200th Street. This property was acquired through the Des Moines Memorial Drive South and South 200th Street Intersection project (PW CIP ST-065).

Background:

The property located at 1140 South 200th Street was acquired, in its entirety, as part of the Des Moines Memorial Drive South and South 200th Street Intersection project (ST-065). The property was acquired due to the additional right-of-way (ROW) area needed to construct the project. The impact of the construction left the remaining property unusable because there was insufficient space to construct a new septic system (existing septic system was compromised by the project). Therefore, the entire property was acquired, and the residents relocated to a different home.

With the project complete, Staff entered a process to surplus the property. Staff first assessed the property and determined there were no near-term or long-term use for the City. Next, outreach was conducted to nearby local public agencies, utility providers, abutting property owners, and parties who have expressed interest in purchasing the property. A Request for Proposal (RFP) was requested by interested parties with a minimum offer of \$123,000 (King County Assessed Value) and a submittal deadline of October 13, 2023. A single RFP was received by Little TJ, LLC in the amount of \$125,000. Little TJ, LLC owns the property located at 19904 Des Moines Memorial Drive (adjacent west of the subject property).

Options/Recommendation:

Staff recommends approving and accepting the offer from Little TJ, LLC and seeks Committee recommendation to place the item on the Consent Agenda for the December 12, 2023, RCM.

Property Information Sheet, SeaTac Public Works Division

Parcel Number: 391740-0320

Address: 1140 South 200th Street, SeaTac WA



Disclaimer

The following information is prepared by the City SeaTac Public Works Division and meant to provide interested parties with the best available information on the property or properties in question. This by no means acts as an assurance to any development or redevelopment potential for any properties, or the potential costs to do so. Any remaining questions should be pursued with an appropriate third-party professional, or listed utility district.

Improvements:

The parcel is improved with an unusable single-family home and Accessory Dwelling Unit which were built in 1950. The 1,420 square feet of improvements are no longer useable in the current state due to failed septic system. The appliances have been removed from the premises. Recent survey, attached.

Zoning

The property is zoned (I), Industrial. More info on Industrial standards and permitted uses can be found under [SeaTac Municipal Code 15.400.200](#) and [15.205.040](#).

Utilities & Access

The City of SeaTac is not a sewer or water utility provider. This parcel is served by the Midway Sewer District and Highline Water District. If interested in further details on sewer and water availability, please contact the following utility providers:

Midway Sewer District: 206.824.4960; Highline Water District: 206.824.0375

This parcel has direct access off South 200th Street.

If you have questions on uses and development, please contact the City of SeaTac Planning or Building Divisions at 206.973.4750



September 6, 2023

XXXX
XXXXX
XXX

Re: Notice of Request for Proposal
Surplus Parcel 1140 So. 200th St

To Whom in May Concern,

You are receiving this letter because you are a local public agency, local Utility provider, abutting property owner, or have previously expressed an interest in the subject real property.

In accordance with the City of SeaTac procedures, this letter serves as a Notice of Request for Proposal (RFP) to purchase the property known as 1140 So. 200th St, SeaTac WA, King County Tax Parcel #391740-0320. The property is approximately 5,549 square feet and consists of 2 existing structures. The structures are not connected to public sanitary sewer. The property is in the city limits of SeaTac with frontage along So. 200th Street.

The property is being sold AS-IS. The city makes no assurance, representation, or warranty as to the developability or viability of the parcel. Attached are available details of the property.

Any offer less than the assessed value of \$123,000 will not be considered. If you are interested in presenting an offer of purchase, please email a proposal to the City Clerk's office, at cityclerk@seatacwa.gov no later than October 13th, 2023.

City staff will review all submitted offers, and accept or reject, by November 15th, 2023.

The City expects to enter final negotiations with the purchaser selected from the proposals submitted. The final terms of the Purchase and Sale agreement are subject to City Council approval. The City reserves the right to reject any and all responses and/or offers.

All submissions received are subject to the public disclosure laws of the State of Washington (RCW 42.56)

Regards,
Ingrid Bulpin
Real Property Analyst
City of SeaTac
(206) 973-4818 (office)
(206) 945-6563 (Mobile)

Real Property:

1140 South 200th Street, SeaTac, WA

King County PIN 391740-0320

REAL ESTATE PURCHASE AND SALE AGREEMENT

This Agreement is made as of the date this instrument is fully executed by and between CITY OF SEATAC, A Washington municipal corporation ("Seller"), and Little TJ, LLC, an Oregon Limited Liability Company ("Buyer"), for purchase and sale of that certain real property situated in King County, Washington, legally described on Exhibit A attached hereto (the "Property"), and all rights appurtenant thereto.

1. PROPERTY DESCRIPTION:

- (a) Street address, city, zip: 1140 South 200th Street, SeaTac WA, 98188
- (b) Located in: King County, Washington. Property Tax ID #: 391740-0320
- (c) The legal description is: As per Exhibit A.
- (d) This agreement does not include any personal property or fixtures.

2. PURCHASE PRICE: The total purchase price for the Property is One Hundred Twenty-Five Thousand No/100 Dollars (US \$125,000.00) ("Purchase Price"). The Purchase Price is payable at closing in cash.

3. TIME FOR ACCEPTANCE OF OFFER AND COUNTER-OFFERS; EFFECTIVE DATE:

- (a) If not signed by Buyer and Seller, and an executed copy delivered to all parties on or before November 2, 2023, this offer shall be deemed withdrawn and the Deposit, if any, shall be returned to Buyer. Unless otherwise stated, the counteroffers' acceptance time shall be within 2 days after the day the counteroffer is delivered.
- (b) The effective date of this Contract shall be the date when the last one of the Buyer and Seller has signed or initialed and delivered this offer or final counteroffer ("Effective Date").

4. CLOSING DATE:

- (a) The sale will be closed in the office of the Closing Agent no later than Friday, December 29, 2023.
- (b) Buyer and Seller shall deposit in escrow with the Closing Agent all instruments, documents, and money necessary to complete the sale in accordance with this Agreement. As used in this Agreement, "closing" and "date of closing" means the date on which all appropriate documents are to be recorded and proceeds of the sale are available for disbursement to Seller. The Closing Agent shall be:

Rainier Title & Escrow Company 20435 72nd Ave So. #155
Kent, Washington 980324

5. CLOSING COSTS: Seller will pay real estate excise taxes (if any are due) and real property taxes (if any are due) prorated through the date of closing. Buyer will pay the premium for its owner's title insurance policy. Seller and Buyer shall split equally the Closing Agent's escrow fees.

6. OCCUPANCY & POSSESSION: Seller shall, at Closing, deliver occupancy and possession of the Property to Buyer free of tenants, occupants, and future tenancies. Seller shall not be responsible for any items left on the Property. Buyer assumes all risks of loss to the Property from the date of Closing and shall be responsible and liable for maintenance from that date and shall have accepted the Property in its existing condition as of the time of Closing.

7. ASSIGNABILITY: Neither Seller nor Buyer can assign or be released from this Contract except as provided under paragraphs 9 (a) and (c).

8. TITLE:

(a) Deed: At closing, Seller will execute and deliver to Buyer a Bargain and Sale Deed, conveying good and marketable title to said Property free and clear of all defects or encumbrances except for the lien of real estate taxes and drainage service charges not yet due and payable; any Permitted Exceptions to the Title Report (Exhibit B).

(b) Title Insurance: At closing, Buyer shall receive (at Buyer's expense) an owner's Standard ALTA policy of title insurance, dated as of the closing date and insuring Buyer in the amount of the Purchase Price against loss or damage by reason of defect in Buyer's title to the Property subject only to the printed exclusions appearing in the policy form and any Permitted/Subordinated Exceptions.

9. CONTINGENCIES:

(a) Council Approval: The sale of the Property is subject to approval by the SeaTac City Council approving the sale of the Property. If such approval is not granted by Friday, December 29, 2023, Seller or Buyer may terminate this Agreement upon written notice to the other. Upon such termination, neither party shall have any further rights or obligations to the other hereunder.

(b) Right of Entry: On the day prior to the Closing Date, or on the a Date prior to the time of Closing, as specified by Buyer and scheduled in advance with Seller, Buyer or Buyer's representative may perform a walk-through (and follow-up walk-through, if necessary) inspection of the Property solely to confirm that Seller has maintained the Property as required by the terms of this AS-IS Agreement and has met all other contractual obligations.

(c) Risk of Loss: Seller will bear the risk of loss of or damage to the Property prior to closing. In the event of such loss or damage to the Property, Seller shall promptly notify Buyer thereof and Buyer may, in its sole discretion, terminate this Agreement by giving notice of termination to the Seller.

10. SELLER'S REPRESENTATIONS, AND COVENANTS: Seller represents, and covenants to the Buyer at the date of execution of this Agreement and the date of closing that:

(a) **Authority:** Seller, and the person(s) signing on behalf of Seller, has full power and authority to execute this Agreement and perform Seller's obligations.

(b) **No Leases:** The Property is not subject to any leases, tenancies, or rights of persons in possession;

(c) **Contamination:** Seller, or employee/agent of Seller, does not make and specifically disclaims any warranties, express or implied, including any warranty of merchantability or fitness for a particular purpose, with respect to the Property. Without limitation, the foregoing specifically excludes any warranties or representations with respect to the structural condition of the Property, the area of land being purchased, the existence or non-existence of any hazardous substances or underground storage tanks, or the actual or threatened release, deposit, seepage, migration or escape of hazardous substances, from or into the Property, and the compliance or noncompliance of the Property with applicable federal, state, county and local laws and regulations, including, without limitation, environmental laws and regulations and seismic/building codes, laws and regulations. For purposes of this Agreement, the term hazardous substances shall mean: "hazardous substance" as defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended ("CERCLA"); "hazardous waste" as defined by the Resource Conservation and Recovery Act of 1976 ("RCRA") as amended; hazardous wastes, hazardous materials, hazardous substances, toxic waste, toxic materials, or toxic substances as defined in state or federal statutes or regulations; asbestos-containing materials, polychlorinated biphenyls; radioactive materials, chemicals known to cause cancer or reproductive toxicity; petroleum products, distillates or fractions; any substance the presence of which is prohibited by statute or regulation; and any substance for which any statute or regulation requires a permit or special handling in its use, collection, storage, treatment or disposal.

(d) **Fees and Commissions:** No broker, finder, agent, or similar intermediary has acted for or on behalf of Seller in connection with this Agreement or the transaction contemplated hereby, and no broker, finder, agent, or similar intermediary is entitled to any broker's finder's or similar fee or commission in connection with this Agreement based on an agreement, arrangement or understanding with the Seller or any action taken by the Seller.

(e) **Indemnification:** Seller agrees to indemnify, defend, and hold harmless Buyer, its employees, agents, heirs and assigns, from and against any and all damage, claim, liability, or loss, including reasonable attorney's and other fees, arising out of or in any way connected to the breach of any representation or warranty contained herein.

11. BUYER'S REPRESENTATIONS: Buyer represents to the Seller at the date of execution of this Agreement and the date of closing that:

(a) **Authority:** Buyer, and the person(s) signing on behalf of Buyer, has full power and authority to execute this Agreement and perform Buyer's obligations, and if Buyer is a corporation, all necessary corporate action to authorize this transaction has been taken;

(b) **Condition of Property:** Buyer acknowledges that Seller has provided Buyer with copies of all reports

in Seller's possession that have been requested by Buyer. Upon waiver or satisfaction by Buyer of its contingencies pursuant to Section 3 and 9(b), Buyer will be deemed to have approved the physical condition of the Property and agrees to accept and purchase the same "AS IS, WHERE IS", including, without limitation, the existence or non-existence of any pollutants, contaminants, hazardous waste, dangerous waste, toxic waste, underground storage tanks or contaminated soil, or the actual or threatened release, deposit seepage, migration or escape of such substances at, from or into the Property and the compliance or noncompliance of the Property with applicable federal, state, county and local laws and regulations including, without limitation, environmental laws and regulations. Buyer acknowledges and agrees that, except to the extent of Seller's representations and warranties in Section 10 of this Agreement, and to the extent of any fraud or deliberate misrepresentation by Seller, Seller shall have no liability for, and that Buyer shall have no recourse against the Seller for, any defect or deficiency of any kind whatsoever in the Property including without limitation those relating to hazardous substances, without regard to whether such defect or deficiency was discovered or discoverable by the Buyer or Seller.

(c) Fees and Commissions: Buyer shall pay for any broker's or other commissions or fees incurred by the Buyer in connection with the sale of the Property and Buyer shall indemnify and hold Seller harmless from all such claims for commission and/or fees.

(d) Indemnification: Buyer agrees to indemnify, defend, and hold harmless Seller, its employees, agents, heirs and assigns, from and against any and all damage, claim, liability, or loss, including reasonable attorney's and other fees, arising out of or in any way connected to the breach of any representation or warranty contained herein. Such duty of indemnification shall include, but not be limited to damage, liability, or loss pursuant to all federal environmental laws, Washington State environmental laws, strict liability, and common law.

12. NOTICES: Any notices required herein shall be given to the parties at the addresses listed below:

TO SELLER:

City of SeaTac
4800 So. 188th St.
SeaTac, WA 98188
Attn: Will Appleton

TO BUYER:

Little TJ, LLC
P.O. Box 11701
Eugene, OR 97440
Attn: Ken Marquardt

13. WASTE; ALTERATION OF PROPERTY: Prior to closing Seller shall not commit waste on the Property, nor shall Seller remove trees or other vegetation, coal, minerals, or other valuable materials nor shall Seller substantially alter the surface or subsurface of the Property without the express written consent of Buyer.

14. ALTERATIONS TO THE PROPERTY AFTER SALE: Buyer agrees that if any alternation or improvement is to be made to the Property, such alteration and improvement must comply with all current codes and standards, including City of SeaTac's Municipal Code and applicable standards based on permits granted by the City prior to commencing any work.

15. ENTIRE AGREEMENT: This is the entire agreement of the Buyer and Seller with respect to the Property and supersedes all prior or contemporaneous agreements between them, written or oral. This Agreement may be modified only in writing, signed by Buyer and Seller. Any waivers under this Agreement must be in writing. A waiver of any right or remedy in the event of a default will not constitute a waiver of such right or remedy in the event of any subsequent default. This Agreement is for the benefit of, and binding upon, Buyer and Seller and their heirs, personal representatives, successors and assigns. The invalidity or unenforceability of any provision of this Agreement will not affect the validity or enforceability of any other provision. Time is of the essence in this agreement.

16. SURVIVAL OF WARRANTIES: The terms, covenants, representations and warranties shall not merge in the deed of conveyance, but shall survive closing.

Signed in duplicate original.

BUYER:

Little TJ, LLC, an Oregon Limited Liability Company,

By: [Signature]
Title: owner Little TJ LLC
Date: 11-1-23

SELLER:

CITY OF SEATAC,
a Washington municipal corporation

By: _____

Date: _____

EXHIBITS: **Exhibit A – Legal Description**
Exhibit B – Permitted Exceptions in Title Report

File No. 817754RT

Exhibit A – Legal Description

The Southerly 100.00 feet (as measured along the Easterly line of Block 18) of the Easterly 60.00 feet in (width) of that portion of vacated Blocks 17 and 18 and vacated alley between, lying Northerly of South 200th Street in Knight's 2nd Addition to Des Moines, according to the plat thereof recorded in Volume 5 of Plats, page 3, records of King County, Washington;

TOGETHER WITH the South 100 feet (as measured along the Easterly line of said Block 18) of that portion of the Southeast quarter of the Northeast quarter of Section 5, Township 22 North, Range 4 East, W.M., in King County, Washington, lying West of Seeley's Addition to the City of Des Moines, according to the plat thereof recorded in Volume 4 of Plats, page 59, records of King County, Washington, and lying Easterly of said Block 18 and Northerly of said South 200th Street;

EXCEPTING THEREFROM that portion conveyed to the City of Seatac, a municipal corporation by deed recorded October 14, 2021 under Auditor's File No. [20211014000522](#).

Situate in the County of King, State of Washington.

ALTA COMMITMENT FOR TITLE INSURANCE
SCHEDULE B PART II

Exhibit

"B"



ISSUED BY RAINIER TITLE AGENT FOR
STEWART TITLE GUARANTY COMPANY

1. Restrictions, easements, dedications, notes and delineated matters contained on the face of the Plat of Knight's 2nd Addition to Des Moines, as recorded in Volume 5 of Plats, Page(s) 3, and any amendments thereto.
2. Easement granted to Port of Seattle, a Washington municipal corporation, as more fully set forth in the instrument recorded February 6, 2003, as Document No. 20030206001163.
3. Matters, as disclosed on face of Survey, recorded under Instrument No. 20220329900005.
4. Right to make necessary slopes for cuts or fills upon property herein described as granted in deed recorded under Instrument Number 4899144.
5. Ordinance No. 5466 and the terms and conditions thereof recorded under Instrument No. 20020516001333.
6. King County Seller's Notice of On-Site Sewage Disposal System Operation and Maintenance Requirements and the terms and conditions thereof recorded under Instrument No. 20060901001532.
7. Highline Water District Resolution No. 13-9-4A and the terms and conditions thereof recorded under Instrument No. 20140106000375.

END OF SCHEDULE B



MEMORANDUM

To: Transportation and Public Works Committee

From: Florendo Cabudol, City Engineer

Date: November 1, 2023

Subject: Amendment to Airport Station Pedestrian Improvements (Project ST-141) Right-of-Way Acquisition Services Contract

Purpose:

Staff is seeking the Committee's recommendation to place the proposed contract amendment to the professional services agreement with the Commonstreet Consulting LLC, McKee Appraisal, and Epic Land Solutions, for the design of the Airport Station Area Pedestrian Improvements (Public Works CIP ST-141), on the consent agenda for the November 14th Regular Council Meeting (RCM).

Background:

The Airport Station Pedestrian Improvements Project is currently in the Right-of-Way (ROW) acquisition phase that is anticipated to be completed by October 2024. Final construction bid documents will then be finalized after ROW acquisition is certified. The current target date for advertising the project for construction bids is December of 2024.

Professional services contracts were executed with the following firms to support the ROW acquisition effort (executed by Council action; see Agenda Bills 5801 and 6016):

- Commonstreet Consulting LLC
- Epic Land Solutions
- McKee Appraisal

The attached contract amendments are being requested to address the following needs because of changes during the ROW acquisition process:

- Out of Scope Work: Additional work is needed to address acquisition of more ROW than anticipated to construct the project. This work includes more appraisals and negotiations support. Also, development of a plan is required to temporarily relocate parking for residents whose current parking spots are impacted during construction.
- Time of Completion Extension: The changes in scope of work necessitated an extension to the contract completion date.

- Compensation and Reimbursement of Expenses: The changes in scope of work necessitated an increase in the expenditure authorization to pay for the corresponding expenses. There is sufficient funding in the project's budget to accommodate these increased expenditures. Also, the project has received a \$1.9M grant for ROW expenses incurred on this project. Cost increases due to the additional project scope are as follows:
 - Commonstreet Consulting LLC - Increase of \$167,840 for a total Not-to-Exceed amount of \$320,713.
 - Epic Land Solutions - Increase of \$2,400 for a total Not-to-Exceed amount of \$19,200.
 - McKee Appraisal - Increase of \$8,512.10 for a total Not-to-Exceed amount of \$114,312.10.

Options/Recommendation:

Staff recommends approving the amendments and seeks Committee recommendation to place the item on the Consent Agenda for the November 14, 2023, RCM.

If this recommendation is not given, it will defer ROW acquisitions for this project until a determination is made on how to proceed.

**CONSULTANT CONTRACT AMENDMENT NO. 1
BETWEEN THE CITY OF SEATAC AND COMMONSTREET CONSULTING, LLC**

City of SeaTac
4800 S. 188th Street
SeaTac, WA 98188

Commonstreet Consulting LLC
92 Lenora St. PMB 125
Seattle, WA 98121

PROJECT: Airport Pedestrian Improvement Project Acquisition and Relocation Services
PROJECT NO.: ST-141

Pursuant to Section 18 of the Consultant Agreement (Agreement) between the City of SeaTac (City) and Commonstreet Consulting, LLC (Consultant), dated July 5, 2022, the City and Consultant hereby amend as follows:

Section 2 Scope of Services as follows: Scope of Services is revised to include additional work as described in the attached Exhibit A-1, Amendment #1.

Section 3 Time for Beginning and Completion as follows: All work shall be completed by December 31, 2027.

Section 5 Compensation and Reimbursement of Expenses as follows: The total expenses shall not exceed \$320,713.00 (includes revised Scope of Services as described in Exhibit A-1, to Amendment #1).

All other terms of the Agreement shall remain unchanged.

IN APPROVAL, authorized representatives of the Parties to this Agreement have signed below. This Amendment shall become effective on the date of the last signature made.

CITY OF SEATAC:

CONSULTANT: Commonstreet Consulting

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

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

Department Head Initials

APPROVED AS TO FORM:

By: _____
Printed Name: _____
Its: _____



**Exhibit A-1
Amendment #1**

92 Lenora St, PMB 125
Seattle, WA 98121
(844) ROW-CERT

info@csrow.com
www.csrow.com



October 16, 2023

Ms Ingrid Bulpin, SR/WA
Real Property Analyst
City of SeaTac-Public Works Department
4800 S. 188th St. 98188
SeaTac, WA 98188

Re: Supplemental Scope and Fee Proposal– Airport Station Pedestrian Improvement Project

Dear Ingrid:

Thank you for the opportunity to provide right of way service for this important project for the City of SeaTac. Commonstreet is providing turn-key right of way services for the Airport Station Pedestrian Improvement project. This is a supplemental scope and fee proposal in addition to the budget approved in the existing Public Works Consultant Contract dated July 5, 2022. Obligations in the existing contract remain in full force and effect.

Scope Summary and Project Understanding as Revised

The scope and fee proposal amendment provided herein is in response to increased scope to include the acquisition of six (6) additional parcels, provide temporary relocation services for up to an additional eighteen (18) tenants of the JM Skyview Park Villa LLC, and document preparation for three (3) additional parcels. The existing scope is to provide document preparation for 32 parcels, negotiation and acquisition services for 18 parcels, PPO only relocation services for 3 parcels, and certification assistance.

Assumptions

This fee proposal assumes no design changes will occur after offers are approved by WSDOT, and that all acquisition activities will be executed in accordance with the City's approved Right of Way Procedures and all applicable state and federal laws. It is further assumed that WSDOT ROW Certification is required. All right of way activities will be executed in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act (URA) and WSDOT requirements necessary to complete WSDOT Right of Way Certification.

The rates proposed are based on ICR/FAR rates approved by WSDOT effective July 1, 2023. The total of this supplement and the original Public Works Consultant Contract dated July 5, 2022 is a total Amount Not to Exceed (ANTE) budget of \$320,713 for the duration of the contract which is to be extended through December 31, 2027.

Scope of Services

Task 1.0 – Project Management

- Prepare for, lead, or attend monthly Right of Way Task Force Meetings;
- Respond to inquiries and needs identified by your Agency and/or Project Stakeholders;
- Provide written and oral status updates on parcel acquisitions and relocations;
- Provide oversight to all aspects of the right of way program including title, negotiations, relocations, certification and closing preparation;
- Review and adhere to Agency’s approved Right of Way Procedures;
- Develop and execute the Right of Way program in compliance with state law, Uniform Act and WSDOT requirements; and
- Maintain quality control/quality assurance protocols in the execution of the right of way task.

Task 2.0 - Negotiations, Administrative Settlements and QA/QC

- Review appraisal/valuation reports for each affected parcel, review design elements with City’s design team;
- Contact property owners, present offers, negotiation compensation and settlement terms for 6 additional parcels;
- As needed, prepare Administrative Justifications compliant with Agency and WSDOT requirements;
- Facilitate execution of offer package/conveyance documents, deliver executed offer package to Agency for payment processing and recording.

Task 3.0(a) – Relocation Planning

- Prepare Relocation Plan for 18 temporary relocation of parking for residential occupants, including occupancy surveys, interviews, and cost estimates;
- Ensure the City of SeaTac’s Relocation Assistance Programs comply with updated FHWA regulations (49 CFR Part 24).

Task 3.0(b)– Relocation Assistance and Services for Occupants

- Prepare, review, and revise as necessary required relocation notices;
- Provide Relocation Advisory Services;
- Compute appropriate move entitlements;
- Complete inspection(s);
- Coordinate purchase or rent of acceptable replacement parking;
- Assist with filing of claims and payments;
- Provide close out file to client upon completion of relocation task(s).

Task 4.0 - Title Review and Conveyance Documents

- Create state and federal compliant project files for 3 additional parcels;
- Review title reports for each parcel and recommend clearance/acceptance of each exception;
- Request the City order new and/or updates to existing title commitments;
- Once a parcel’s title interest has been reviewed, identify method of clearance per Agency direction;
- Prepare documents needed to clear liens or encumbrances;
- Prepare Determinations of Just Compensation, Purchase and Sale Agreements, offer letters and all documents for 3 additional parcels needed to convey temporary and/or permanent property interests;
- Review City-prepared templates for State and Federal compliance.

Task 5.0 – Escrow/Payment Processing and Recording

- Where escrow is utilized, provide escrow instructions as to payment and closing terms;



- Provide City with property owner executed payment vouchers;
- Facilitate recording of all conveyance documents;
- Secure proof of payment from property owners and provide to City accounting;

Task 6.0 - File Close Out and WSDOT Certification Assistance

- Prepare finalized acquisition files (electronic and/or hard copy) in a format requested by the City;
- Assist, support, and advise City during WSDOT certification process, provide parcel files to City and/or WSDOT NWR, provide draft certification documents, and review all right of way activities to ensure compliance with LAG Manual-Ch 25, URA, and Ch 8.26 RCW.

SCOPE AND FEE TABLE SUMMARY		
Task 1.0 - Project Management Tasks include client and stakeholder communications; leading of task force meetings; WSDOT compliance oversight, risk management tasks affecting the right of way program and schedule and budget controls.	Principal @ \$279.53/hr @ 12 hrs	\$3,355
	Senior Project Manager @ \$206.85/hr @ 48 hrs	\$9,929
Task 2.0- Negotiations, Administrative Settlements, QA/QC Includes project file set-up, reviewing of all appraisal and compensation data, presenting offer packages and negotiating settlements for 6 additional parcels.	Senior ROW Agent @ \$169.85/hr @215 hrs	\$36,518
	Right of Way Agent @ \$102.87/hr @ 95 hrs	\$9,773
Task 3.0(a) Relocation Planning* Task include preparation of Relocation Plan for up to 18 temporary relocations, project management to ensure compliance with FHWA regulations, and communication with City Staff.	Project Manager @ \$179.47/hr @ 100 hrs	\$17,947
Task 3.0(b) Relocation Services Tasks include property owner communications to prepare, review, and revise as necessary required temporary relocation notices; prepare occupancy surveys, locate and communicate with displacees, provide Relocation Advisory Services; compute appropriate computations and entitlements; complete inspection(s); assist with filing of claims and payments; and provide close out file to client upon completion of temporary relocation task(s).	Project Manager @ \$179.47/hr @ 90 hrs	\$16,153
	Right of Way Agent @ \$102.87/hr @540 hrs	\$55,550
	Senior Project Support Specialist @ \$139.77/hr @ 60 hrs	\$8,387
Task 4.0 - Title Review and Conveyance Documents Create state and federal compliant project files for 3 additional parcels; Review title reports for each parcel and recommend clearance/acceptance of each exception; Request the City order new and/or updates to existing title commitments; Once a parcel's title interest has been reviewed, identify method of clearance per Agency direction; Prepare documents needed to clear liens or encumbrances; Prepare Determinations of Just	Senior Project Support Specialist @ \$139.77/hr @ 30 hrs	\$4,193



Compensation, Purchase and Sale Agreements, offer letters and all documents for 3 additional parcels needed to convey temporary and/or permanent property interests; Review City-prepared templates for State and Federal compliance.		
Task 5.0 – Escrow/Payment Processing and Recording Includes either setting up client escrow account or facilitating execution of all conveyance documents, payment vouchers and closing data along with recording of conveyance documents and closing of acquisition file.	<i>No Change to scope</i>	\$0.00
Taks 6.0 - File Close Out and WSDOT Right of Way Certification Assistance Includes facilitating execution of all conveyance documents, payment vouchers and closing data along with recording of conveyance documents and closing of acquisition file. Assist, support, and advise City during WSDOT certification process, provide parcel files to City and/or WSDOT NWR, provide draft certification documents, and review all right of way activities to ensure compliance with LAG Manual-Ch 25, URA, and Ch 8.26 RCW.	<i>Senior Project Manager @ \$206.85/hr @ 8 hrs</i>	\$1,655
	<i>Senior Project Support Specialist @ \$139.77/hr @ 22 hrs</i>	\$3,075
Sub Total		\$166,535
Other Direct Costs (ODC's)		
Copying, Printing, and Mailing/Delivery		\$715
Mileage @ \$.655/mile		\$590
Grand Total - Services and ODC's		\$167,840

**The Temporary Relocation Services provided for in this Supplemental Scope and Fee Proposal are in addition to the 3 PPO Relocations scoped and budgeted for in the original Public Works Consultant Contract dated July 5, 2022.*

**CONSULTANT CONTRACT AMENDMENT NO. 1
BETWEEN THE CITY OF SEATAC AND EPIC LAND SOLUTIONS, INC.**

City of SeaTac
4800 S. 188th Street
SeaTac, WA 98188

Epic Land Solutions, Inc.
1920 Black Lake Blvd SW, suite B
Olympia, WA 98512

PROJECT: Airport Pedestrian Improvement Project - Appraisal Review Services
PROJECT NO.: ST-141

Pursuant to Section 17 of the Consultant Agreement (Agreement) between the City of SeaTac (City) and Epic Land Solutions, Inc. (Consultant), dated November 2, 2021, the City and Consultant hereby amend as follows:

Section 2 Scope of Services as follows: Replace Exhibit A in the contract with the attached Amended Scope of Work - Exhibit A.

Section 3 Time for Beginning and Completion as follows: All work shall be completed by March 31, 2024.

Section 5 Compensation and Reimbursement of Expenses as follows: The total expenses shall not exceed \$19,200.00 (includes all work described in Amended Scope of Work - Exhibit A)

All other terms of the Agreement shall remain unchanged.

IN APPROVAL, authorized representatives of the Parties to this Agreement have signed below. This Amendment shall become effective on the date of the last signature made.

CITY OF SEATAC:

CONSULTANT: Epic Land Solutions, Inc.

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

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

Department Head Initials

APPROVED AS TO FORM:

By: _____
Printed Name: _____
Its: _____



**Amended Scope of Work -
Exhibit A**

Epic Land Solutions, Inc.
Inland Northwest Regional Office
12310 E Mirabeau Pkwy, Suite 150
Spokane Valley, WA 99216
(509) 228-7104
epicland.com

November 1, 2023

Ingrid P. Bulpin, RWA
Real Property Analyst
City of SeaTac
206-973-4818 (office)
206-945-6563 (cell)

RE: Airport Station Pedestrian Improvement Project Amendment

Dear Ingrid:

This amendment is to add an additional 2 appraisal reviews to our scope of work, giving a total of 16 appraisal reviews at \$1,200 each (\$19,200 total). The subject properties are the following:

Project Parcel No.	Name:	Type:	Use:
3-9	Master Park (Gateway)	Comm.	Airport Parking
10-12	Windsor Heights Apts	Comm.	Apartment
13	176th LLC Vacant Land	Comm.	Land
14	7-Eleven	Comm.	Retail
15	3100 Bld	Comm.	Office
16	Clarion	Comm.	Hotel
17	PSE substation	Comm.	Utility
18	Sound Transit	Comm.	Transit
19	Hilton	Comm.	Hotel (TCE)
Removed			
Removed			
23	Pine Ridge Apts	Comm.	Apartment (TCE)
25	Hunt Club	Comm.	Apartment (Util. EZ)
26	Carriage House	Comm.	Apartment
27	Shannon South	Comm.	Apartment
28-31	Sky View	Comm.	Apartment
32	Marriot	Comm.	Hotel
33	Sky Harbor Terrace	Comm.	Apartment

Sincerely,
Epic Land Solutions, Inc.



John Arney, MAI
Senior Appraiser



Christine Nickerson
Vice President of Northwest Right of Way Services

**CONSULTANT CONTRACT AMENDMENT NO. 1
BETWEEN THE CITY OF SEATAC AND MCKEE APPRAISAL**

City of SeaTac
4800 S. 188th Street
SeaTac, WA 98188

McKee Appraisal - Real Estate Services
600 1st Ave, Suite 102-2074
Seattle, WA 98104

PROJECT: Airport Pedestrian Improvement Project -Appraisal and Administrative Offer Services
PROJECT NO.: ST-141

Pursuant to Section 17 of the Consultant Agreement (Agreement) between the City of SeaTac (City) and Mc Kee Appraisal – Real Estate Services (Consultant), dated November 2, 2021, the City and Consultant hereby amend as follows:

Section 2 Scope of Services as follows: Scope of Services is revised as described in the attached Amended Scope of Services, Exhibit A.

Section 5 Compensation and Reimbursement of Services as follows:
The total expenses shall not exceed \$114,312.10 (includes all work described in the Amended Scope of Services, Exhibit A)

All other terms of the Agreement shall remain unchanged.

IN APPROVAL, authorized representatives of the Parties to this Agreement have signed below. This Amendment shall become effective on the date of the last signature made.

CITY OF SEATAC:

CONSULTANT: McKee Appraisal Real Estate / Consulting

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

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

Department Head Initials

APPROVED AS TO FORM:

By: _____
Printed Name: _____
Its: _____

Exhibit A – Amended Scope of Services

Total Appraisal Cost

We have prepared a cost proposal based on the project maps provided, other publicly available information, client instructions, and our past experience with similar projects. It is our understanding that the right of way plans are not yet complete, which limits our ability to assess scope of work and provide a precise parcel -by-parcel cost estimate. Based on our best estimate and understanding of the preliminary project information, we propose the following:

Appraisal Type	Count	Cost	Total Fee
Before & After WSDOT Narrative Appraisal - Commercial	17	\$5,559.54	\$94,512.10
Administrative Offer Summary (AOS) - Single Family Residential	18	\$1,100	\$19,800
Total	35		\$114,312.10.


This estimate for appraisal services includes the following assumptions:

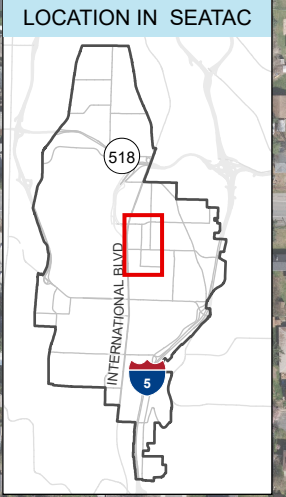
- Acquisition areas and rights acquired will not significantly impact subject access or utility, and access will be reasonably maintained to the larger parcels.
- We have included sign appraisal fees for 7-Eleven and Marriott properties. No additional cost for professional assistance (such as architecture, cost estimate specialists, or parking layout) is anticipated.
- Before & After WSDOT Narrative Appraisal reports will be required for commercial subjects with no significant permanent impact to the remainder, and with permission to appraise the land before and after without appraising the substantial building improvements.

Exhibit A – Amended Scope of Services

Project Parcel No.	Name:	Type:	Use:	Larger Parcel Count	Original Proposal Fee	McKee Appraisal Contract Change	Signs + Appraisal Fee	Total Revised Fee	NTP date	Contract Revision Notes
3-9	Masterpark	Comm.	Airport Parking	1	\$9,000	-\$6,300		\$2,700.00	4/26/2023	Canceled 10/23/23 @ 30% Complete
10-12	Windsor Heights Apts	Comm.	Apartment	2	\$9,000			\$9,000.00	4/26/2023	
13	176th LLC Vacant Land	Comm.	Land	3	\$5,000			\$5,000.00	4/11/2023	
14	7-Eleven	Comm.	Retail	4	\$9,000		\$770.70	\$9,770.70	4/11/2023	Sign appraisal added
15	3100 Bld	Comm.	Office	5	\$5,000			\$5,000.00	4/13/2023	
16	Clarion	Comm.	Hotel	6	\$5,000			\$5,000.00	4/11/2023	
17	PSE substation	Comm.	Utility			\$5,000		\$5,000.00	4/13/2023	Added after original contract
18	Sound Transit	Comm.	Transit			\$5,000		\$5,000.00	4/11/2023	Added after original contract
19	Hilton	Comm.	Hotel	7	\$5,000			\$5,000.00	4/13/2023	
21	STOC LLC Parking Lot	Comm.	Office Parking	8	\$5,000	-\$5,000		\$0.00	N/A	In proposal, omitted from contract.
22	Bow Lake MHP	Comm.	438 pad MHP			\$2,500		\$2,500.00	4/11/2023	Added as narrative, revised to AOS w/ narrative
23	Pine Ridge Apts	Comm.	105 units			\$5,000		\$5,000.00	4/11/2023	Added after original contract
25	Hunt Club	Comm.	Apartment	9	\$5,000			\$5,000.00	4/11/2023	
26	Carriage House	Comm.	Apartment	10	\$5,000			\$5,000.00	4/11/2023	
27	Shannon South	Comm.	Apartment	11	\$5,000			\$5,000.00	4/11/2023	
28-31	Sky View	Comm.	Apartment	12	\$5,000			\$5,000.00	4/26/2023	
32	Marriot	Comm.	Hotel	13	\$5,000		\$1,541.40	\$6,541.40	4/13/2023	Sign appraisal added
33	Sky Harbor Terrace	Comm.	Apartment	14	\$9,000			\$9,000.00	4/11/2023	
Totals					\$86,000.00	\$6,200.00	\$2,312.10	\$94,512.10		

Airport Station Pedestrian Improvements

Legend
 Project Extent



Date Prepared: 3/2/2023
 Source: City of SeaTac, King County GIS, GeoTerra

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 Not a substitute for a professional survey!

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250 Feet 