



## INFORMATIONAL MEMORANDUM

TO: **Transportation and Infrastructure Services Committee**  
FROM: **Hari Ponnekanti, Public Works Director/City Engineer**  
BY: **Brittany Robinson, Grant Analyst**  
CC: **Mayor Allan Ekberg**  
DATE: **April 15, 2022**  
SUBJECT: **ADA and Pedestrian Improvements**  
**Project No. 91510405 & 82110301**  
**Complete Streets Grant Award and Acceptance**

### **ISSUE**

Acceptance and approval of a Complete Streets grant award with the Washington State Transportation Improvement Board in the amount of \$400,000 for ADA and pedestrian improvements.

### **BACKGROUND**

Complete Streets funding is available every other year for cities and counties to demonstrate the practice of planning and building streets to accommodate multi-modal transportation options for all ages and abilities.

Tukwila has an inventory of over \$8 million in necessary ADA improvements throughout the City, as well as other pedestrian safety and mobility needs. For this Complete Streets funding, the City requested the design and construction of ADA and pedestrian improvements, including filling in sidewalk gaps, adding pedestrian safety measures, and installing and upgrading curb ramps throughout the City.

### **DISCUSSION**

On March 4, 2022, the Transportation Improvement Board provided the City with notice of award for \$400,000 in Complete Streets funding. Staff will tie the Complete Streets funding to the 2022 and 2023 Annual Overlay Program with the intent to increase the number of projects the City can complete due to economy of scale. Staff has created a potential project allocation list for this funding, which is attached.

Once the agreement is approved and signed, the Transportation Improvement Board will mail a check to the City of Tukwila for the full \$400,000. Complete Streets funding must be used before September 30, 2023 for the City to be eligible for the next Complete Streets grant cycle.

### **FINANCIAL IMPACT**

The Transportation Improvement Board is awarding the City \$400,000 through the Complete Streets grant for ADA and pedestrian improvements throughout the City of Tukwila. This grant does not require any local City match.

### **RECOMMENDATION**

Council is being asked to formally accept the Complete Streets grant for ADA and pedestrian improvements throughout the City in the amount of \$400,000 and approve the Mayor to sign the attached agreement and consider this item on the Consent Agenda at the May 2, 2022, Regular Council Meeting.

**Attachments:** 2021 CIP Pages 14 & 2  
Complete Streets Grant Award Letter  
Complete Streets Grant Agreement  
Complete Streets Workplan  
Project Allocation List

## CITY OF TUKWILA CAPITAL PROJECT SUMMARY

2023 to 2028

**PROJECT:** **Americans with Disabilities Act (ADA) Improvements** Project No. 91510405

**DESCRIPTION:** Construct ADA compliant upgrades to City infrastructure in conjunction with a City developed plan.

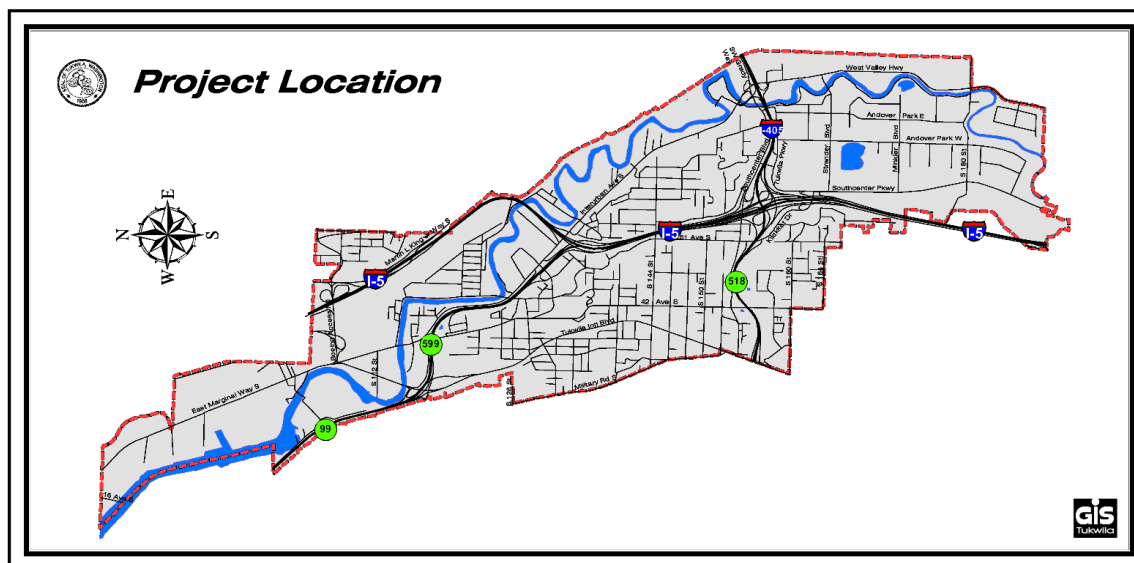
**JUSTIFICATION:** The enforcement of ADA laws and standards was delayed pending legal challenges and studies. Recent court rulings now mandate ADA compliance. The City must provide upgrades with most construction projects.

**STATUS:** Provide annual funding to construct improvements as necessary. Began the ADA Transition Plan in 2016 with adoption in 2017. The goal is to resolve ADA compliance issues within a reasonable time period.

**MAINT. IMPACT:** Negligible.

**COMMENT:** Project will be ongoing until City facilities and infrastructure meet ADA requirements. This will also include ADA compliance by utilities and private development.

FINANCIAL (in \$000's)	Through 2021	Estimated 2022	2023	2024	2025	2026	2027	2028	BEYOND	TOTAL
<b>EXPENSES</b>										
Design	231		5	5	5	5	5	5	5	266
Land (R/W)										0
Const. Mgmt.	25		5	5	5	5	5	5	5	60
Construction	103		25	25	40	40	40	40	40	353
<b>TOTAL EXPENSES</b>	<b>359</b>	<b>0</b>	<b>35</b>	<b>35</b>	<b>50</b>	<b>50</b>	<b>50</b>	<b>50</b>	<b>50</b>	<b>679</b>
<b>FUND SOURCES</b>										
Awarded Grant										0
Proposed Grant										0
Mitigation Actual										0
Traffic Impact Fees										0
City Oper. Revenue	359	0	35	35	50	50	50	50	50	679
<b>TOTAL SOURCES</b>	<b>359</b>	<b>0</b>	<b>35</b>	<b>35</b>	<b>50</b>	<b>50</b>	<b>50</b>	<b>50</b>	<b>50</b>	<b>679</b>



# CITY OF TUKWILA CAPITAL PROJECT SUMMARY

2021 to 2026

**PROJECT:** Traffic Calming/Residential Safety Improvements Project No. 80010301

**DESCRIPTION:** Programmatic approach to addressing neighborhood traffic concerns through a variety of methods. Residential street improvements with sidewalks, safety improvements, and bike facilities.

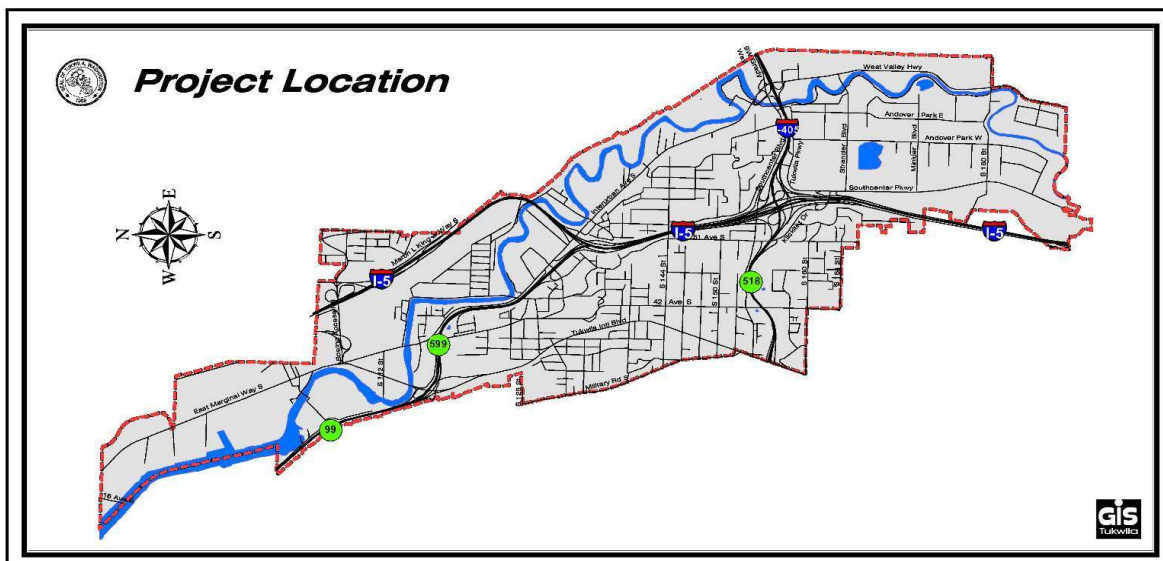
**JUSTIFICATION:** Neighborhood revitalization by improving residential streets.

**STATUS:** Future candidates are listed in the citywide comprehensive update and safety-based prioritization of residential street improvements, sidewalks, and bike lanes.

**MAINT. IMPACT:** Varies, depends on treatment(s) used.

**COMMENT:** Residential improvements and traffic calming features to reduce speeds and improve pedestrian and bicycl such as the speed cushions, RRFB crossings, LED enhanced signs, Radar driver feedback signs, etc.

FINANCIAL (in \$000's)	Through 2019	Estimated 2020	2021	2022	2023	2024	2025	2026	BEYOND
<b>EXPENSES</b>									
Design	63	50	100	100					
Land (R/W)									
Const. Mgmt.	37								
Construction	148	0		300					
<b>TOTAL EXPENSES</b>	<b>248</b>	<b>50</b>	<b>100</b>	<b>400</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>FUND SOURCES</b>									
ARPA Funding			100	400					
Awarded Grant									
Proposed Grant									
Mitigation Actual									
Mitigation Expected									
City Oper. Revenue	248	50	0	0	0	0	0	0	0
<b>TOTAL SOURCES</b>	<b>248</b>	<b>50</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>





# Washington State Transportation Improvement Board

March 25, 2022

Hari Ponnekanti  
City of Tukwila  
6300 Southcenter Blvd, Suite 100  
Tukwila, WA 98188-2544

Dear Hari:

Congratulations! The Transportation Improvement Board (TIB) has selected your city for a Complete Streets Award. This recognition award includes a grant not to exceed the amount of \$400,000. In recognition of being nominated for Complete Streets, you will also receive an acrylic award in the mail within the next few weeks.

### How is grant funding received? What is the next step?

- Please email an original signed Grant Agreement. Once executed (signed by TIB), we will email you a copy for your records.
- The total grant may be transferred to your city as soon as June 1, 2022.
- Funds must be tracked in a separate account or with an identifiable accounting code.
- Check with your finance officer to ensure your city is ready to receive funds.

### How can funds be used? What is the grant requirement?

- The grant requires **all** items on the attached and approved TIB Complete Streets work plan to be completed. (Additional funding from other sources may be required to finish all approved items.)

### How do I show the funds were used?

Once the approved work plan items are completed, you must send in backup documentation showing expenditure amounts, dates, and activities related to the funds and photos or other documentation showing the completed work.

### When must funds be used?

Funds must be used by March 25, 2025. Any unused funds must be returned to TIB.

### Future eligibility.

All items listed on your approved work plan must be completed before your city will become eligible for future Complete Streets awards.

If you have questions, please contact Greg Armstrong, TIB Project Engineer, at (360) 586-1142 or email [GregA@tib.wa.gov](mailto:GregA@tib.wa.gov). Questions regarding fund transfers should be directed to Vaughn Nelson at (360) 586-1149 or email [VaughnN@tib.wa.gov](mailto:VaughnN@tib.wa.gov).

Sincerely,

Ashley Probart  
Executive Director

Attachments

## TIB Members

Chair

Councilmember Sam Low  
Snohomish County

Vice Chair

Mayor Glenn Johnson  
City of Pullman

Amy Asher

Mason Transit Authority

Aaron Butters, P.E.  
HW Lochner Inc.

Susan Carter  
Hopelink

Barbara Chamberlain  
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Elizabeth Chamberlain  
City of Walla Walla

Chad Coles, P.E.  
Spokane County

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Councilmember Hilda Guzmán  
City of Granger

Commissioner Scott Hutsell  
Lincoln County

John Klekotka, P.E.  
Port of Everett

David Ramsay  
Feet First

Les Reardanz

Whatcom Transportation Authority

Ruth Roberson  
Budget Assistant to the Governor

Peter Rogalsky, P.E.  
City of Richland

Councilmember Jan Schuette  
City of Arlington

Jennifer Walker  
Thurston County

Jane Wall

County Road Administration Board

Ashley Probart  
Executive Director

P.O. Box 40901  
Olympia, WA 98504-0901  
Phone: 360-586-1140  
[www.tib.wa.gov](http://www.tib.wa.gov)



City of Tukwila  
C-P-116(001)-1  
Complete Streets Award

STATE OF WASHINGTON  
TRANSPORTATION IMPROVEMENT BOARD  
AND  
CITY OF TUKWILA  
GRANT AGREEMENT

THIS GRANT AGREEMENT (“Agreement”) is made and entered into between the WASHINGTON STATE TRANSPORTATION IMPROVEMENT BOARD (“TIB”) and the CITY OF TUKWILA, a Washington state municipal corporation (“RECIPIENT”).

WHEREAS, the TIB has developed a grant program, Complete Streets, to provide for the retrofit of streets and roads (“Project”) for eligible cities, towns, and counties to provide access to all users, including bicyclists, pedestrians, motorists, and public transportation riders, and

WHEREAS, the above-identified RECIPIENT is eligible to receive a Project grant pursuant to ordinance 2222 and that it has the legal authority to receive such grant and to perform the Project pursuant to the terms of this grant

NOW, THEREFORE, pursuant to chapter 47.26 RCW, RCW 47.04.320, and WAC 479-10-500 *et seq*, the above recitals that are incorporated herein as if fully set forth below, and in consideration of the terms, conditions, and performances contained herein, and the attached Exhibits, if any, which are made a part hereof,

IT IS MUTUALLY AGREED AS FOLLOWS:

1. GRANT

TIB agrees to grant funds in the amount of FOUR HUNDRED THOUSAND AND NO/100 dollars (\$400,000) for the Project pursuant to the terms contained herein, and the RECIPIENT agrees to accept such grant funds and agrees to perform and be subject to the terms and conditions of this Agreement.

2. PROJECT AND BUDGET

The Project shall provide for the retrofit of identified streets or roads on the RECIPIENT’s approved work plan. In accordance with applicable laws and ordinances, the RECIPIENT agrees to enter into an agreement with an independent contractor and/or material providers, or otherwise provide for the Project work plan to be completed by the RECIPIENT’s own forces. The RECIPIENT further agrees that it shall be solely responsible for and shall pay its independent contractor and/or material providers. If RECIPIENT uses its own forces, it shall be solely responsible for paying the costs thereof. Under no circumstances shall the TIB be responsible to any third party for the payment of labor or materials used in completing the Project work plan. The Project work plan may be amended by the Parties, pursuant to Section 7.

3. PROJECT WORK PLAN AND DOCUMENTATION



The RECIPIENT agrees to and shall make reasonable progress and submit timely Project documentation, as applicable, throughout the term of this Agreement and Project.

Required documents include, but are not limited to the following:

- a) Project work plan describing eligible items with estimated costs;
- b) Documentation to support all costs expended on the Project work plan; and
- b) Project work plan Closeout Form.

#### 4. PAYMENT AND RETURN OF GRANT FUNDS

TIB will pay the full grant award to the RECIPIENT after TIB approves the Project work plan and the Parties fully execute this Agreement; provided that there are legislatively appropriated funds available. The RECIPIENT agrees that it shall hold the grant funds in a separate and identifiable account and only use said funds to pay the actual direct and related indirect costs of the approved Project work plan. Grant funds not expended on approved Project work plan items by March 25<sup>th</sup>, 2025 shall be returned to TIB within ninety (90) days after receipt of TIB's written notification.

#### 5. USE OF COMPLETE STREETS GRANT FUNDS

RECIPIENT agrees that the grant funds shall only be used to complete the approved Project work plan. Otherwise, RECIPIENT is subject to the Default and Termination provisions of Section 9.

#### 6. RECORDS MAINTENANCE

6.1 The RECIPIENT shall maintain books, records, documents, data and other evidence relating to this Agreement and performance of the Project work plan, including but not limited to accounting procedures and practices which sufficiently and properly reflect all actual direct and related indirect costs of any nature expended in the performance of this Agreement. RECIPIENT shall retain such records for a period of six years after the completion of the Project work plan and TIB's acceptance of the Project work plan Closeout Form. At no cost to TIB, these records shall be provided when requested; including materials generated under the Agreement, and shall be subject at all reasonable times to inspection, review or audit by TIB personnel, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

6.2 If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

#### 7. REVISIONS TO THE PROJECT WORK PLAN

RECIPIENT may request revisions to the Project work plan, including the addition or removal of items. Requests must be made in writing, and TIB, in its sole discretion, will determine whether to accept the proposed revisions. Should the TIB approve a Project work plan revision, the Parties shall amend this Agreement pursuant to Section 14. The RECIPIENT shall be solely responsible for all costs incurred in excess of the Agreement grant award.



## 8. TERM OF AGREEMENT

This Agreement shall be effective upon execution by the Parties and shall continue through closeout of the grant amount, or amendment thereof, or unless terminated as provided herein. In no event shall the Agreement term exceed three years, unless extended by Agreement amendment pursuant to Section 14.

## 9. NON-COMPLIANCE, DEFAULT AND TERMINATION

### 9.1 NON-COMPLIANCE

- a) In the event TIB determines, in its sole discretion, the RECIPIENT has failed to comply with the terms and conditions of this Agreement and applicable rules under WAC 479-10-500 *et seq*, TIB shall notify the RECIPIENT, in writing, of RECIPIENT's non-compliance.
- b) RECIPIENT shall provide a written response within ten (10) business days of receipt of TIB's notice of non-compliance, which shall include either a detailed plan to correct the non-compliance, a request to amend the Project work plan, or a denial accompanied by supporting documentation. An agreement to amend the Project work plan must be pursuant to Section 14.
- c) RECIPIENT shall have thirty (30) days in which to make reasonable progress toward compliance pursuant to its Project work plan to correct or implement an amendment to the Project work plan.
- d) Should RECIPIENT dispute non-compliance, TIB will investigate the dispute and, in its sole discretion, TIB may require the RECIPIENT to stop incurring additional Project work plan costs during the investigation. Should TIB require the RECIPIENT to stop incurring additional costs to be paid with the grant funds, the RECIPIENT shall be solely obligated for paying any additional costs incurred by such suspension of work, contractor claims, or litigation costs; such costs cannot be paid for with grant funds.

### 9.2 DEFAULT

RECIPIENT is in default if TIB determines, in its sole discretion, that:

- a) RECIPIENT is not making reasonable progress toward correction and compliance with this Agreement and the Project work plan;
- b) TIB denies the RECIPIENT's request to amend the Project work plan; and
- c) After investigation, TIB confirms RECIPIENT'S non-compliance.

### 9.3 TERMINATION

- a) In the event of default as determined pursuant to Section 9, TIB shall serve RECIPIENT with a written notice of termination of this Agreement, which may be served in person, by email or by certified letter. Upon service of notice of termination, the RECIPIENT shall immediately stop incurring costs chargeable against the grant funds and/or take such actions necessary as may be directed by TIB to protect TIB's grant funds.
- b) In the event of termination, the RECIPIENT may be liable for damages as authorized by law including, but not limited to, repayment of all grant funds.



- c) The rights and remedies of TIB provided in this Agreement are not exclusive and are in addition to any other rights and remedies provided by law.

## 10. DISPUTE RESOLUTION

- a) The Parties shall make good faith efforts to quickly and collaboratively resolve any dispute arising under or in connection with this Agreement. The dispute resolution process outlined in this Section applies to disputes arising under or in connection with the terms of this Agreement.
- b) Informal Resolution. The Parties shall use their best efforts to resolve disputes promptly and at the lowest organizational level.
- c) In the event that the Parties are unable to resolve the dispute, the Parties shall submit the matter to non-binding mediation facilitated by a mutually agreed upon mediator. The Parties shall share equally in the costs of the mediator.
- d) Each Party agrees to participate to the fullest extent possible and in good faith in resolving the dispute in order to avoid delays or additional incurred cost to the Project work plan.
- e) The Parties agree that they shall have no right to seek relief in a court of law in accordance with Section 11, until and unless the Dispute Resolution process has been exhausted.

## 11. GOVERNANCE, VENUE, AND ATTORNEYS FEES

This Agreement shall be construed and interpreted in accordance with the laws of the state of Washington and venue of any action brought hereunder shall be in the Superior Court for Thurston County. The Parties agree that each Party shall be responsible for its own attorneys' fees and costs.

## 12. INDEMNIFICATION, HOLD HARMLESS, AND WAIVER

12.1 RECIPIENT, shall protect, defend, indemnify, and save harmless the TIB, its officers, officials, employees, and authorized agents, while acting within the scope of their employment as such, from any and all costs, claims, judgments, and/or awards of damages (both to persons and/or property), arising out of, or in any way resulting from, RECIPIENT'S negligent acts or omissions which may arise in connection with its performance under this Agreement. RECIPIENT shall not be required to indemnify, defend, or save harmless the TIB if the claim, suit, or action for injuries, death, or damages (both to persons and/or property) is caused by the sole negligence of TIB; provided that, where such claims, suits, or actions result from the concurrent negligence of the Parties, or involves those actions covered by RCW 4.24.115, the indemnity provisions provided herein shall be valid and enforceable only to the extent of RECIPIENT's own negligence

12.2 RECIPIENT agrees that its obligations under this section extends to any claim, demand and/or cause of action brought by, or on behalf of, any of its officers, officials, employees or authorized agents. For this purpose, RECIPIENT, by mutual negotiation, hereby waives, with respect to TIB only, any immunity that would otherwise be available to it against such claims under the Industrial Insurance provisions of Title 51 RCW.





12.3 The obligations of this indemnification and waiver Section shall survive termination of this Agreement.

**13. ASSIGNMENT**

The RECIPIENT shall not assign or transfer its rights, benefits, or obligations under this Agreement without the prior written consent of TIB. The RECIPIENT is deemed to consent to assignment of this Agreement by TIB to a successor entity. Such consent shall not constitute a waiver of the RECIPIENT's other rights or obligations under this Agreement.

**14. AMENDMENTS**

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

**15. INDEPENDENT CAPACITY**

The RECIPIENT shall be deemed an independent contractor for all purposes and the employees of the RECIPIENT or any of its contractors, subcontractors, and employees thereof shall not in any manner be deemed employees of TIB.

**16. ENTIRE AGREEMENT**

This Agreement, together with the Exhibits, if any, the provisions of chapter 47.26 RCW, chapter 479 WAC, and TIB Policies, constitute the entire Agreement between the Parties and supersedes all previous written or oral agreements between the Parties. RECIPIENT agrees to abide by all applicable federal, state and local laws, ordinances, and rules when performing under the terms of this Agreement.

RECIPIENT

Transportation Improvement Board

\_\_\_\_\_  
Chief Executive Officer                      Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

Approved as to Form

By: \_\_\_\_\_

ANN E. SALAY  
Senior Assistant Attorney General

NOTE: Any changes to the terms of this Agreement shall require further approval of the Office of the Attorney General



# Transportation Improvement Board Complete Streets Work Plan



**Complete Streets Award**

**Once approved, all work shown must be completed before agency is eligible for future nominations.**

Agency Tukwila  
 Agency Contact Hari Ponnekanti  
hari.ponnekanti@tukwilawa.go  
 Phone 206-431-2455 Email V

Total Work Plan Complete Streets Funding \$400,000

Proposed Work Item	Description	Complete Streets Funding	Estimated Completion Year
ADA and Pedestrian Safety & Mobility Improvements	Tukwila has an inventory of over \$8 million in necessary ADA improvements throughout the City as well as other pedestrian safety and mobility needs. Complete Streets funding will be allocated to the design and construction of these improvements, including filling in sidewalk gaps, adding pedestrian safety measures, and installing and upgrading curb ramps throughout the City. Tying the Complete Streets improvements to the 2022 and 2023 Annual Overlay Program will increase the number of improvements the City can complete due to economy of scale.	\$400,000	2023

### Agency Certification

Certification is hereby given that the proposed work plan represents projects that support and reflect our commitment to the Complete Streets ordinance and ethic.

*Allan Ekberg*  
esignered via CreativesDiary.com

Signature of Authorized Agency Official

Allan Ekberg, Mayor

Agency Official Name & Title

02/02/2022

Date

### TIB Approval

Project Engineer Review

*Greg Armstrong*

Date 2/25/2022

Engineering Manager

*Cemel*

Date 3/28/22

Executive Director

*Bookly Putant*

Date 3-28-2022

<b>Project Name</b>	<b>Cost</b>
Sidewalks along S 140th St from Military Rd to Tukwila International Blvd	\$ 182,000.00
Orillia Rd S & S 200th St Intersection	\$ 55,000.00
S 144th St & 46th Ave S Intersection	\$ 66,000.00
Impact Charter School Crossing	\$ 30,000.00
Tukwila Elementary Safety Improvements	\$ 67,000.00
<b>Total</b>	<b>\$ 400,000.00</b>

If funds remain after the above projects are complete, they will be allocated to potential ADA improvements for the 2023 Overlay Program or potential safety improvements for Cascade View Elementary School