



# City of Tukwila Transportation and Infrastructure Services Committee

- ❖ Tosh Sharp, Chair
- ❖ Kate Kruller
- ❖ Mohamed Abdi

<b>Distribution:</b> K. Kruller C. Hougardy T. Sharp H. Ponnekanti S. Kim (email) G. Lerner (email)	City Attorney (email) Clerk File Copy  Share pkt pdf on SharePoint to A. Le, C. O'Flaherty, A. Youn  Email cover to: F. Ayala, A. Le, C. O'Flaherty, A. Youn, L. Humphrey
---	--

## AGENDA

**MONDAY, MARCH 20, 2023 – 5:30 PM**

**HYBRID MEETING – ONSITE AND VIRTUAL**


**DUWAMISH CONFERENCE ROOM, 6300 BUILDING, 2<sup>ND</sup> FLR**

**MS Teams: [Click here to join the meeting](#)**

**Virtual Meeting - Members of the public may listen by dialing 1-253-292-9750 and entering conference ID 478777930#**

Item	Recommended Action	Page
<b>1. PRESENTATIONS</b>		
<b>2. BUSINESS AGENDA</b>		
a) Compost Procurement Ordinance (G. Lerner)	a) Forward to the 03/27/23 Committee of the Whole and 04/03/23 Regular Consent Agenda	Pg. 1
b) Interlocal Agreement with the City of Tukwila and City of SeaTac for Fleet Maintenance (H. Ponnekanti)	b) Forward to the 03/27/23 Committee of the Whole and 04/03/23 Regular Consent Agenda	Pg. 17
c) National Pollutant Discharge Elimination System Prog (NPDES) - Grant Agr, Am No.1 (B. Robinson)	c) Forward same day to the 03/20/23 Regular Consent Agenda	Pg. 29
d) Surface Water – Nelsen Side Channel Project Resolution for RCO Grant Application (B. Robinson)	d) Forward to the 03/27/23 Committee of the Whole and 04/03/23 Regular Consent Agenda	Pg. 37
e) Annual Bridge Inspections and Repairs Update Presentation on the State of the City's Bridges (A. Cox)	e) Discussion only	Pg. 43
<b>3. MISCELLANEOUS</b>	2023 Transportation & Infrastructure Committee Workplan	Pg. 63

**Next Scheduled Meeting: April 3, 2023**

 *The City of Tukwila strives to accommodate individuals with disabilities. Please contact the Public Works Department at **206-433-0179** for assistance.*





TO: **Transportation and Infrastructure Services Committee**  
FROM: **Hari Ponnekanti, Public Works Director/City Engineer**  
BY: **Griffin Lerner, Public Works Analyst**  
CC: **Mayor Allan Ekberg**  
DATE: **March 17, 2023**  
SUBJECT: **Compost Procurement Ordinance**

**ISSUE**

Approve the Compost Procurement Ordinance amending Chapter 6.10 of the Tukwila Municipal Code in accordance with the requirements set forth in Chapter 43.19A of the RCW.

**BACKGROUND**

In 2022, the Washington State Legislature passed House Bill (HB) 1799, intended to achieve a 75% reduction of food and yard waste in landfills by 2030 statewide. As a part of the bill, cities that have populations over 25,000 or provide curbside compost collection services must adopt compost procurement legislation facilitating the purchase of composted material for use in city projects. The attached Ordinance, drafted by the City Attorney, addresses these requirements, and is based on language developed by the King County Solid Waste Division.

**DISCUSSION**

The proposed Ordinance states that the City shall purchase finished compost products for which compost is an appropriate material in City projects or on City land. City staff across departments are collaborating on the most effective use cases of compost products on City projects.

Such projects could potentially include:

- Landscaping projects in the City right-of-way
- Construction and postconstruction soil amendments on CIP projects
- Application of compost to prevent erosion, filter stormwater runoff, promote vegetation growth, or improve the stability and longevity of roadways
- Use of low-impact development and green infrastructure to filter pollutants or keep water on-site, or both.

The City is also required to develop strategies to inform the public about the value of compost and how compost is used in government operations. This will be a key component of the new Solid Waste contract and contractually required outreach included by the full-time Waste Zero Specialist Recology will provide.

HB 1799 also includes a requirement for cities to report to the Department of Ecology on even-numbered years, beginning December 31, 2024. The format of the report is yet to be fully determined.

**FINANCIAL IMPACT**

None at this time. The City shall determine whether it is economically feasible to use compost in a public project on a project-by-project basis.

**RECOMMENDATION**

The Council is being asked to approve the ordinance and consider this item at the March 27, 2023 Committee of the Whole meeting and subsequent April 3, 2023 Regular Consent Meeting.

**ATTACHMENTS:** Ordinance Establishing Compost Regulations  
Washington House Bill 1799

DRAFT

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TUKWILA, WASHINGTON, ESTABLISHING A NEW CHAPTER 6.10 OF THE TUKWILA MUNICIPAL CODE (TMC) ENTITLED, "COMPOST PROCURMENT," TO ADOPT A CITY POLICY FOR THE PROCUREMENT OF COMPOST AS REQUIRED BY CHAPTER 43.19A RCW; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE.**

**WHEREAS**, in 2022, the Washington State Legislature passed House Bill 1799, which included a requirement that cities and counties adopt a policy for the procurement of compost as required by Chapter 43.19A RCW; and

**WHEREAS**, as more organic materials are diverted and recycled, it is critical that the compost manufactured be procured by local jurisdictions and others in order to support the economic viability of these processes and programs; and

**WHEREAS**, it is well established that compost production and use provide significant environmental benefits to the City's soil and food; and

**WHEREAS**, the City Council desires to adopt new requirements to divert organic material from its regional landfill and support end markets for those products because this is an essential part of reducing waste; and

**WHEREAS**, the City Council hereby finds that the Tukwila Municipal Code amendments set forth herein are in the best interest of the public health, safety and welfare;

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF TUKWILA, WASHINGTON, HEREBY ORDAINS AS FOLLOWS:**

**Section 1. Adoption of Findings of Fact.** The City Council hereby adopts the foregoing recitals and incorporates them herein as support for these amendments.

**Section 2. Chapter 6.10 of the Tukwila Municipal Code Established.** A chapter of the Tukwila Municipal Code (TMC) entitled “Compost Procurement,” to be codified as TMC Chapter 6.10, is hereby established to read as follows:

## **CHAPTER 6.10 COMPOST PROCUREMENT**

Sections:

- 6.10.010 Intent and Purpose
- 6.10.020 Definitions
- 6.10.030 General Policy
- 6.10.040 Local Purchasing
- 6.10.050 Planning
- 6.10.060 Education
- 6.10.070 Reporting

**Section 3. Regulations Established.** A new TMC Section 6.10.010 is hereby established to read as follows:

### **6.10.010 Intent and Purpose**

The purpose of this chapter is to establish regulations regarding the procurement of compost.

**Section 4. Regulations Established.** A new TMC Section 6.10.020 is hereby established to read as follows:

### **6.10.020 Definitions**

“Finished compost product” means a product created with “composted material” as defined in RCW 70A.205.015(3). Finished compost products include, but are not limited to, 100% finished compost, or blends that include compost as a primary ingredient. Mulch is considered a finished compost product if it contains a minimum of 60% composted material. Bark is not a finished compost product.

**Section 5. Regulations Established.** A new TMC Section 6.10.030 is hereby established to read as follows:

### **6.10.030 General Policy**

The City shall purchase finished compost products for which compost is an appropriate material in City projects or on City land.

**Section 6. Regulations Established.** A new TMC Section 6.10.040 is hereby established to read as follows:

### **6.10.040 Local Purchasing**

The City shall purchase finished compost products from companies producing compost locally, that are certified by a nationally recognized organization, such as the United States Composting Council, and that produce finished compost products derived from municipal solid waste compost programs while meeting quality standards adopted by the Department of Transportation or adopted by rule by the Department of Ecology.

**Section 7. Regulations Established.** A new TMC Section 6.10.050 is hereby established to read as follows:

#### **6.10.050 Planning**

A. In order to meet the general policy set forth in TMC Section 6.10.030, the City shall plan for the use of compost in the following categories:

1. Landscaping projects;
2. Construction and postconstruction soil amendments;
3. Applications to prevent erosion, filter stormwater runoff, promote vegetative growth, or improve the stability and longevity of roadways; and
4. Low-impact development of green infrastructure to filter pollutants to keep water onsite or both.

B. This plan will be re-assessed by December 31, 2024, and each December 31st of even-numbered years thereafter as part of its reporting obligations per TMC Section 6.10.070.

**Section 8. Regulations Established.** A new TMC Section 6.10.060 is hereby established to read as follows:

#### **6.10.060 Education**

The City shall conduct educational outreach to inform residents about the value of compost and how the City uses compost in its operations each year.

**Section 9. Regulations Established.** A new TMC Section 6.10.070 is hereby established to read as follows:

#### **6.10.070 Reporting**

By December 31, 2024, and each December 31st of even-numbered years thereafter, the City shall report the following information to the Department of Ecology:

1. The total tons of organic material diverted each year;
2. The volume and cost of composted material purchased each year; and

3. The source(s) of the finished compost product purchased.

**Section 10. Corrections by City Clerk or Code Reviser Authorized.** Upon approval of the City Attorney, the City Clerk and the code reviser are authorized to make necessary corrections to this ordinance, including the correction of scrivener’s errors; references to other local, state or federal laws, codes, rules, or regulations; or ordinance numbering and section/subsection numbering.

**Section 11. Severability.** If any section, subsection, paragraph, sentence, clause or phrase of this ordinance or its application to any person or situation should be held to be invalid or unconstitutional for any reason by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of the remaining portions of this ordinance or its application to any other person or situation.

**Section 12. Effective Date.** This ordinance or a summary thereof shall be published in the official newspaper of the City, and shall take effect and be in full force five days after passage and publication as provided by law.

PASSED BY THE CITY COUNCIL OF THE CITY OF TUKWILA, WASHINGTON, at a Regular Meeting thereof this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

ATTEST/AUTHENTICATED:

\_\_\_\_\_  
Christy O’Flaherty, MMC, City Clerk

\_\_\_\_\_  
Allan Ekberg, Mayor

APPROVED AS TO FORM BY:

Filed with the City Clerk: \_\_\_\_\_  
Passed by the City Council: \_\_\_\_\_  
Published: \_\_\_\_\_  
Effective Date: \_\_\_\_\_  
Ordinance Number: \_\_\_\_\_

\_\_\_\_\_  
Office of the City Attorney

---

## Environment & Energy Committee

---

### HB 1799

**Brief Description:** Concerning organic materials management.

**Sponsors:** Representatives Fitzgibbon, Berry, Duerr, Riccelli and Harris-Talley.

#### Brief Summary of Bill

- Establishes state goals related to organic materials management, and requires local governments' solid waste plans to identify a volumetric capacity for managing organic materials in a manner consistent with state goals.
- Requires certain local governments to provide source-separated organic materials collection services, and requires certain businesses to arrange for organic materials management services.
- Amends civil and criminal liability standards applicable to the donation of food.
- Creates the Washington Center for Sustainable Food Management within the Department of Ecology.
- Establishes or expands funding programs applicable to organic materials management.
- Requires county and city development regulations to allow for the siting of organic materials management facilities consistent with local solid waste plans and to the extent necessary to achieve state organic materials management goals.
- Requires local governments to plan for procurement of finished compost materials.
- Amends standards related to the labeling of plastic and compostable products, and prohibits the sale or distribution of plastic produce stickers

---

*This analysis was prepared by non-partisan legislative staff for the use of legislative members in their deliberations. This analysis is not part of the legislation nor does it constitute a statement of legislative intent.*



that do not meet certain composting technical standards.

**Hearing Date:** 1/20/22

**Staff:** Jacob Lipson (786-7196).

**Background:**

Solid Waste, Organic Materials, and Food Waste Management.

Under the state's solid waste management laws, local governments are the primary government entity responsible for implementing state solid waste management requirements. The Department of Ecology (Ecology) also has certain roles in overseeing the administration of solid waste management laws. Ecology is responsible for working cooperatively with local governments as they develop their local solid waste management plans. Ecology also evaluates, analyzes, and monitors the state's solid waste stream, and develops a statewide solid waste plan that, in part, addresses organic material wastes.

County and city solid waste management plans are required to contain certain elements, including a waste reduction and recycling element. This element must include waste reduction strategies, recycling strategies, and source separation strategies.

Since 2019, Washington has had an established goal to reduce the annual generation of food waste by 50 percent by 2030. A subset of the goal includes a prevention goal related to edible food waste. In order to achieve the 2030 food waste reduction goal, Ecology, working with other state agencies, adopted the Use Food Well Washington plan in December 2021. The Use Food Well Washington plan contains 30 federal and state policy recommendations, including recommendations:

- to create a Washington Center for Sustainable Food Management with certain duties;
- related to the liability protections for persons that donate food;
- for funding or financial incentives for certain activities supportive of food waste reduction goals; and
- for changes to data management, public outreach, coordination, and new programmatic activities to be implemented by a variety of public entities.

Washington's Good Samaritan Food Donation Act.

Under Washington's Good Samaritan Food Donation Act, persons are not subject to civil or criminal liability arising from the nature, age, packaging, or condition of apparently wholesome food or an apparently fit grocery product donated in good faith to a nonprofit organization for distribution to needy individuals. This exception from civil or criminal liability does not apply to injury or death of a user or recipient of a donation resulting from gross negligence or intentional misconduct of the donor. If some or all of donated food and grocery products do not meet all quality and labeling standards imposed by federal, state, or local laws and regulations,

the donator of food is not subject to civil or criminal liability only if the nonprofit organization that receives the donated food or grocery products is informed by the donor of the condition of the donated food or grocery products, agrees to recondition the food to comply with quality and labeling standards, and is knowledgeable of the standards to properly recondition the donated food or grocery product.

#### Local Government Development Regulations.

The Growth Management Act (GMA) is the comprehensive land-use planning framework for counties and cities in Washington. The GMA establishes land-use designation and environmental protection requirements for all Washington counties and cities, and establishes a significantly wider array of planning duties for 29 counties, and the cities within those counties, that are obligated to satisfy all planning requirements of the GMA.

The GMA directs jurisdictions that fully plan under the GMA (planning jurisdictions) to adopt internally consistent comprehensive land-use plans that are generalized, coordinated land-use policy statements of the governing body. Comprehensive plans are implemented through locally adopted development regulations, both of which are subject to review and revision requirements prescribed in the GMA.

Cities and counties that are not subject to the GMA may adopt comprehensive plans, zoning ordinances, and other official controls under the state's optional planning enabling statutes.

#### Compost Procurement Requirements.

Since 2020, state agencies and local governments have been required to consider whether compost products can be used in government-funded projects when planning or soliciting and reviewing bids for government-funded projects. If compost products can be utilized in the project, the agency or local government must do so, except if:

- compost products are not available within a reasonable amount of time;
- compost products that are available do not meet existing purchasing standards or federal or state health and safety standards; or
- compost purchase prices are not reasonable or competitive.

In 2020, the Legislature directed the Department of Agriculture (Agriculture) to create a 3-year compost reimbursement program for certain farming operations' expenses related to purchasing and using compost products. This three-year reimbursement program was vetoed by Governor Inslee.

Generally, purchases of or contracts for goods and services must be based on a competitive solicitation process, unless a specific exemption applies. When local governments are required to make purchases from the lowest bidder or from the supplier offering the lowest price, they may take into consideration tax revenue they would receive from purchasing supplies, materials, or equipment from a supplier located within their jurisdiction. Local governments may, however, allow for preferential purchase of products made from recycled materials or products that may be recycled or reused.

### Product Degradability Labeling Requirements.

Products that are labeled as compostable and sold, offered for sale, or distributed for use in Washington by a manufacturer or supplier, must:

- either be comprised of only wood or fiber-based substrate, or must meet the American Society of Testing and Materials (ASTM) standards for products designed to be composted in municipal or industrial facilities that are made of plastic or that incorporate plastic coatings onto paper or another substrate;
- meet Federal Trade Commission (FTC) green guide labeling requirements; and
- feature labeling that uses a logo indicating that the product has been third-party certified as meeting ASTM standard specification, displays the word "compostable", and meets industry standards for being distinguishable upon quick inspection. Compostable products must be considered compliant if they have green or brown labeling, are labeled as compostable, and use other distinguishing colors or marks.

Manufacturers or suppliers of film bags that meet ASTM composting standards for plastics and that are distributed or sold by retailers must ensure that the bag is readily and easily identifiable in a manner consistent with the FTC green guides. Readily and easily identifiable film bags must be of a uniform green or brown color or meet certain other specified requirements regarding the size, location and color of the word "compostable" on the bag. Film bags that meet ASTM composting standards may not display recycling symbols, such as the "chasing arrow" symbol. To the extent that film bag labeling requirements conflict with the FTC guides, manufacturers or suppliers are not required to comply.

Manufacturers or suppliers of food service products and film products, other than film bags, that meet ASTM composting standards for plastics or plastic-coated substrates must ensure that the items are readily and easily identifiable. Readily and easily identifiable film wrap and food service products must be labeled with a logo indicating the product has met ASTM standards, and labeled with the word "compostable," where possible. Compostable products must be considered compliant if they have green or brown labeling, are labeled as compostable, and use other distinguishing colors or marks. Specified additional characteristics, such as color and graphic elements, are encouraged for compostable film wrap and food packaging and food service ware. To the extent that these product labeling requirements conflict with the FTC guides, manufacturers or suppliers are not required to comply.

Food service products and film products, including film bags, that do not meet ASTM standards are:

- prohibited from using tinting, labeling and terms that are required of products that meet ASTM standards;
- discouraged from using coloration, labeling, images, and terms that confuse customers into mistakenly identifying noncompostable products as compostable; and
- encouraged to use identifying features that indicate whether a product is recyclable or must be disposed of as waste.

Manufacturers and suppliers, upon request by a person, must provide non-confidential business information demonstrating their compliance with labeling and marketing requirements.

The suppliers subject to product degradability labeling requirements do not include entities that sell products to end users as a retailer.

The Attorney General, cities, and counties have concurrent authority to enforce labeling and marketing requirements. Violations occur upon the sale of a noncompliant product by stockkeeping number or unique item number, but repeated sales of the same product constitute a single violation. Prior to assessing a violation, a city, county, or the state, on behalf of the Attorney General, must send written notice to a manufacturer or supplier of an alleged violation, providing 90 days to come into compliance. Civil penalties of up to \$1,000 are authorized for an initial violation, followed by \$5,000 for a second violation, and \$10,000 for a third violation. Second, third, and subsequent penalties may be imposed for each month of noncompliance. Penalty amounts are reduced by the amount of any penalty paid for the same violation to a different enforcing government entity. Penalties collected by local governments are retained by the local government office that brought the action, while state collected penalties are deposited into a revolving account that is created for use by the Attorney General in bringing enforcement actions. Penalties collected by local governments are retained by the local government office that brought the action, while state collected penalties are deposited into the Compostable Products Revolving Account used by the Attorney General in bringing enforcement actions.

#### Other.

In 2020, the Washington State Conservation Commission (Commission) was directed to develop a Sustainable Farms and Fields Grant Program in consultation with other specified government entities. The Commission is required to develop and approve a prioritization metric to guide the distribution of funds appropriated by the Legislature for this purpose, with the goal of producing cost-effective carbon dioxide equivalent impact benefits. Allowable uses of grant funds from the Sustainable Farms and Fields Grant Program include down payments on equipment, purchases of equipment, and services to landowners.

The Public Works Board may make low-interest loans or grants from the Public Works Assistance Account (PWAA) to finance the acquisition, construction, repair, replacement, or improvement of certain local public works projects, which include bridges, streets, and roads; water systems; storm and sanitary sewage systems; and solid waste facilities, including recycling facilities. Up to 10 percent of the PWAA capital budget appropriation may be provided for grants. Local governments and special purpose districts, except port and school districts, are eligible to apply for loans from the PWAA.

The State Environmental Policy Act (SEPA) establishes a review process for state and local governments to identify environmental impacts that may result from governmental decisions, such as the issuance of permits or the adoption of land use plans. The SEPA environmental review process involves a project proponent or the lead agency completing an environmental checklist to identify and evaluate probable environmental impacts. If an initial review of the

checklist and supporting documents results in a determination that the government decision has a probable significant adverse environmental impact (threshold determination), the proposal must undergo a more comprehensive environmental analysis in the form of an environmental impact statement (EIS).

The Pollution Control Hearings Board (PCHB) is an appeals board with jurisdiction to hear appeals of certain decisions, orders, and penalties issued by Ecology and several other state agencies. Parties aggrieved by a PCHB decision may obtain subsequent judicial review. Penalties appealable to the PCHB must generally be imposed following standard general protocols, including that the penalty must be accompanied by a notice in writing describing the violation, and specifying when the penalty must be appealed or else becomes due and payable. With some exceptions, penalties that are appealable to the PCHB are credited to the state general fund.

Agriculture is required to maintain an information and referral service for persons and organizations that want to participate in food donation programs.

### **Summary of Bill:**

#### State Organic Materials Management Goals.

Goals are established for organic material management (state organics goals), including a goal for the landfill disposal of organic materials at a level in 2030 that is 75 percent less than in 2015, and a goal that at least 20 percent of the volume of edible food disposed of as of 2015 be recovered for human consumption by 2025. The state organics goals are in addition to the food waste reduction goals established in 2019.

Organic materials are specified to include manure, yard waste, food waste, food processing wastes, wood wastes, and garden waste.

#### Organic Materials Management Requirements for Businesses.

Beginning July 1, 2025, the Department of Ecology (Ecology) must determine which counties and cities preparing solid waste plans provide for businesses to be serviced by providers that collect food waste and organic waste for delivery to solid waste facilities that provide for composting, anaerobic digestion, vermiculture, black soldier fly, or similar technologies to manage those collected organic wastes (organic materials management). Ecology must determine that organics material collection service requirements apply to certain businesses within a local jurisdiction unless Ecology determines that businesses in some or all portions of the county have no available organic materials collection services that deliver organic materials for organic materials management, or there is no available capacity at solid waste facilities to which organic materials could feasibly and economically be delivered.

In jurisdictions or portions of jurisdictions subject to these organic material collection and management requirements, the requirements apply:

- beginning January 1, 2024, to businesses that generate at least eight cubic yards of organic

- waste per week;
- beginning January 1, 2025, to businesses that generate at least four cubic yards of organic waste per week; and
- beginning January 1, 2026, to businesses that generate at least four cubic yards of solid waste per week. However, Ecology may determine by rule that additional reductions in the landfilling of organic materials would be more effectively achieved at reasonable cost to businesses by establishing a different volumetric threshold than four cubic yards per week of solid waste.

Waste volumes are measured by counting only wastes that are not managed on-site by a business. Businesses may satisfy the organic materials management requirements by source-separating organic waste from other waste and subscribing to an organic materials collection and management service, or managing organic waste on-site or self-hauling organic waste for organic materials management. Businesses subject to these requirements that arrange for gardening or landscaping services must require through contracts or work agreements that wastes generated by those services receive qualifying types of organics materials management.

Local Government Organic Material Collection and Management Requirements.

Beginning January 1, 2027, each county or city that implements a local solid waste plan must provide organic solid waste collection services to all residents and businesses that generate at least half of a cubic yard of organic materials, and must provide for organic materials management of collected organic materials. Cities and counties may charge and collect fees or rates for these services, consistent with existing authority to impose fees and rates for solid waste collection services. The organic material collection service and management requirements do not apply:

- in counties and cities implementing a solid waste plan that have a population of less than 25,000;
- in counties and cities implementing a solid waste plan that disposed of less than 5,000 tons of solid waste in the most recent year such data were available;
- in portions of a city or county implementing a solid waste plan that have a population density of less than 75 people per square mile and are located in an unincorporated portion of a county; or
- in counties and cities implementing a solid waste plan that receive a waiver from Ecology applicable to all or part of a jurisdiction. Waivers may be issued for up to five years and based on consideration of the distance to organic materials management facilities, the capacity at local organic materials management facilities to manage additional materials, and pest control restrictions established by the Department of Agriculture (Agriculture). Ecology may adopt rules to establish the waiver process and criteria.

Ecology may adopt a rule beginning January 1, 2030, that applies organic materials collection service and management requirements to jurisdictions exempted from requirements on the basis of population density or an Ecology-issued waiver, but only if Ecology determines that the state organics goals for the disposal of organic material in landfills for 2030 have not or will not be achieved. When newly developing, updating, or amending local solid waste management plans



after July 1, 2022, each local solid waste plan must consider the transition to providing organic materials collection services to certain residents and businesses in 2027. The local solid waste plan must identify:

- priority areas within the jurisdiction for the establishment of organic materials management facilities. Priority areas must be in industrial zones and may not be located in overburdened communities identified by the Department of Health under state environmental justice laws enacted in 2021; and
- the organic materials management volumetric capacity required to manage the jurisdiction's organic materials in a manner consistent with state organics goals.

When newly developing, updating, or amending local solid waste management plans after January 1, 2027, local solid waste plans must be consistent with the requirement to provide organic materials collection services to certain residents and businesses.

#### Local Development Regulations and Organic Materials Management Facility Siting.

For cities and counties planning under either the Growth Management Act or planning enabling statutes, development regulations to implement comprehensive plans that are newly developed, updated, or amended after January 1, 2023, must allow for the siting of organic materials management facilities in the areas designated in local solid waste plans to the extent necessary to provide for the establishment of the organic materials management volumetric capacity identified as part of the local solid waste plan.

#### Local Government Compost Procurement Requirements, Plans, and Ordinances.

By January 1, 2023, local governments must develop a compost procurement plan and adopt a compost procurement ordinance to implement the 2020 requirement for local governments to consider the use of compost products in projects and to use compost products in a project except when availability, health, quality, safety, or price-competitive criteria are not met. Local governments must give priority to purchasing compost products that produce compost locally, are certified by a nationally recognized organization, that produce products derived from municipal solid waste compost programs, and that meet quality standards. Local governments may enter into collective purchasing agreements if cost-effective or efficient to do so. Contracts by governmental units must require the use of compost products to the maximum extent economically feasible to meet local government compost use requirements.

Local governments may allow for the preferential purchase of compost in order to meet the requirements for local governments to use compost products where products are available, reasonably priced, and meet purchasing and safety standards.

#### Civil and Criminal Liability Standards for Food Donations.

The civil and criminal liability protections that apply to food donated to nonprofit organizations are expanded and amended:

- to apply to food donated directly to end recipients for consumption by a person required to have a food establishment permit under Department of Health rules (including grocery stores and restaurants);

- to apply to the donation of perishable food that is fit for human consumption but that has exceeded the labeled shelf-life date recommended by the manufacturer, if the person donating the food makes a good faith evaluation that the food is wholesome;
- to apply to donated food and grocery products that meet safety and safety-related labeling standards, rather than all quality and labeling standards. Safety and safety-related labeling standards are defined to include markings that communicate information to a customer about a product's safety, but which does not include pull dates required under state law or similar phrases intended to communicate information to a customer regarding the freshness or quality of a product; and
- to include donated food that is sold at a reduced price that is not greater than the cost of handling, administering, and distributing the product.

Washington Center for Sustainable Food Management.

The Washington Center for Sustainable Food Management (center) is established in Ecology with the purpose of helping coordinate statewide food waste reduction. The center is authorized to perform 12 specified categories of activities, including:

- measuring progress towards statewide organic materials management and food waste reduction goals;
- coordinating implementation of food waste reduction plans;
- maintaining a website with food waste reduction guidance;
- coordinating public-private and nonprofit partnerships, and collaborating with federal, state, and local government partners;
- developing maps or lists of locations of food systems in Washington;
- collecting and maintaining data on food waste and wasted food;
- distributing and monitoring grants related to food waste prevention, rescue, and recovery; and
- developing food waste reduction and food waste contamination reduction campaigns and promotional materials for destruction.

Ecology may enter into interagency agreements with other state agencies to fulfill the center's responsibilities. Ecology may adopt rules pertaining to the center. In order to obtain data to support the center's goals, Ecology may establish a voluntary reporting protocol for the receipt of information regarding food donations. Ecology may request that a donating business or food recipient provide information regarding the volume, types, and timing of food managed by the donating facility. Ecology must seek to obtain this information in a manner that is compatible with any similar information reported to Agriculture, and Agriculture must coordinate with Ecology to ensure that the food donation information receipt practices it implements are consistent with the center's practices.

By January 1, 2025, the center must research and adopt model ordinances for optional use by cities and counties. The optional model ordinances must provide model mechanisms for commercial solid waste collection and disposal that are designed to establish a financial disincentive or other disincentives for the generation of organic waste and the disposal of organic materials in landfills. Ecology must review the model ordinances under the State Environmental



Policy Act (SEPA); a county or city that then adopts a model ordinance created and reviewed under SEPA by the center is not required to do its own SEPA review of the ordinance.

#### Funding Programs for Organic Materials Management.

Composting and organic materials management facilities are explicitly included among the solid waste facilities that may be funded as public works projects by the public works board from the public works assistance account.

The allowable uses of grant funds under the Sustainable Farms and Fields Grant Program are expanded to include the purchase of compost spreading equipment, or financial assistance to farmers to purchase compost spreading equipment, for the annual use for at least three years of volumes of compost determined to be significant by the Washington State Conservation Commission, from materials composted at a site not owned or operated by the farmer.

Agriculture must establish a three-year compost reimbursement pilot program (pilot program) for farming operations in Washington for the purchase and use of compost products that were not generated by the farming operation. Costs covered by the pilot program must include transportation, equipment, spreading, and labor costs. Grant reimbursements under the pilot program begin July 1, 2023, and conclude June 30, 2026. Prior to carrying out activities for which pilot program reimbursement is sought, farming operations must complete an eligibility review with Agriculture. Agriculture must review proposed transport and application of compost materials for compliance with state pest control rules. Soil sampling by Agriculture must be allowed by pilot program participants. Pilot program applicants may not seek reimbursement for purchase or labor costs for its own compost products, from compost products transferred to another individual or entity, or from compost products that were not purchased from a facility with a solid waste handling permit. Farming operations are eligible to receive reimbursement for up to 50 percent of their costs incurred each fiscal year, in an amount up to \$10,000 per fiscal year. Actions taken by Agriculture to implement the pilot program are exempt from the state administrative procedures act. Agriculture must submit an annual report to the Legislature each year of the pilot program.

#### Product Degradability Labeling Requirements.

Product degradability labeling standards are amended to:

- require compostable products that meet American Society of Testing and Materials (ASTM) standards to use green, brown, or beige labeling, color striping, or other marks that help differentiate compostable items from non-compostable materials;
- allow film bags to be tinted beige, in addition to green or brown;
- require compostable food service products and film products to be tinted or colored green, beige, or brown; and
- prohibit film products and food service products that do not meet ASTM specifications from using color schemes that are required of compostable products or from using brown, beige, or green coloration, labeling, images, or terms that may be reasonably anticipated, in Ecology's judgment, to confuse customers into believing non-compostable bags or food service products are compostable.

The suppliers subject to product degradability labeling requirements are re-defined to newly include entities that sell products to end users as a retailer. Responsibility under the law as a supplier is assigned to the manufacturer, to the product brand or trademark licensee, or, if there is not a product manufacturer or brand or trademark licensee over whom the state can exercise jurisdiction, to the importer or distributor of the product in or into Washington.

State enforcement responsibility for product degradability labeling requirements is transferred from the Office of the Attorney General to Ecology. Ecology may adopt rules pertaining to product degradability labeling requirements, and must begin enforcing requirements by January 1, 2024. Enforcement by Ecology and cities and counties must be based primarily on complaints, and Ecology must establish a forum to receive complaints. Ecology, in collaboration with cities and counties, must provide education and outreach to retail establishments, consumers, and suppliers, about product degradability labeling requirements.

Ecology-issued penalties are appealable to the Pollution Control Hearings Board (PCHB), and Ecology-issued penalties must be imposed consistent with standard protocols for penalties that are appealable to the PCHB. The compostable products revolving account is repealed, and state penalty recoveries are credited to the state general fund.

Produce Stickers.

Beginning January 1, 2024, a person may not sell or distribute in or into Washington plastic produce stickers or products with plastic produce stickers unless the products meet ASTM standard D6400 or D6868, as those standards existed as of January 1, 2022. These restrictions do not apply to produce labels made of wood or fiber-based substrate. Ecology must, upon request, provide technical assistance and guidance to manufacturers, importers, or distributors of plastic produce stickers. Violations of these requirements are subject to the same administration, enforcement, and penalty provisions applicable to violations of product degradability labeling requirements. Compostable produce stickers are not required to be labeled consistent with product degradability labeling standards.

Other.

An intent section is included.

A severability clause is included.

**Appropriation:** None.

**Fiscal Note:** Requested on January 12, 2022.

**Effective Date:** The bill takes effect 90 days after adjournment of the session in which the bill is passed.



## **INFORMATIONAL MEMORANDUM**

**TO: Transportation and Infrastructure Services Committee**  
**FROM: Hari Ponnekanti, Public Works Director/City Engineer**  
**CC: Mayor Allan Ekberg**  
**DATE: March 17, 2023**  
**SUBJECT: Interlocal Agreement with the City of Tukwila and the City of SeaTac for Fleet Maintenance**

### **ISSUE**

Approve an Interlocal Agreement (ILA) with the City of Tukwila (The City) and the City of SeaTac (SeaTac) for routine maintenance and repair of SeaTac’s fleet.

### **BACKGROUND**

In 2019, the Council approved Phase 1 of the Public Works Shops project, resulting in a new building for Fleet and Facilities crews. The construction finished in 2022 and staff moved in June 2022. The City of Tukwila staff hosted a tour for the City of SeaTac Public Works staff to show the newly built fleet shop. SeaTac approached the City to explore the possibility of an ILA with the City to provide routine maintenance and repair of SeaTac’s fleet.

### **DISCUSSION**

The Council direction set the vision for the PW Fleet & Facilities building to be an efficient and safe place for staff and to be a regional center for Fleet maintenance. Collaboration with local and regional jurisdictions such as the school district, King County Metro, and other cities are part of this vision laid out by the Council. With the completion of the new Fleet & Facilities building in 2022, Public Works staff now have adequate space, not only for the repair and maintenance of Tukwila’s fleet, but also to contract with neighboring Cities to provide repair and maintenance services for their fleet. As a result, working with other jurisdictions presents the opportunity for a mutually beneficial partnership. This ILA is a positive outcome for both parties as it will provide revenue for the City, as well as efficient and time-saving fleet repair and maintenance activities for SeaTac. Further, the workload added by SeaTac’s fleet will be roughly equivalent to the work lost by the departure of the Fire Department into the Puget Sound Regional Fire Authority. This is first attempt to enter into an ILA with SeaTac for the routine repair and maintenance of their fleet. City Public Works staff formulated this draft, which has been reviewed by the City Attorney and approved by SeaTac.

### **FINANCIAL IMPACT**

The City anticipates a minimum of 600 hours of billable hours per year in providing routine maintenance and repair services to SeaTac’s fleet. The hourly billable rate is included in the exhibit B and is set at \$151.42 per hour for 2023. This rate will be updated every year to adjust to salary and cost of living increases.

### **RECOMMENDATION**

The Council is being asked to approve the Interlocal Agreement between the City of Tukwila (The City) and the City of SeaTac (SeaTac), and consider this item at the March 27, 2023, Committee of the Whole meeting and subsequent April 3, 2023 Regular Consent Meeting.

**ATTACHMENTS:** Draft Interlocal Agreement,  
Exhibit A - SeaTac Fleet List  
Exhibit B - Tukwila Fleet Cost Model



**AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF SEATAC AND  
THE CITY OF TUKWILA FOR SEATAC PUBLIC WORKS FLEET MAINTENANCE**

THIS IS AN INTERLOCAL AGREEMENT (“Agreement”) between the City of SeaTac, hereinafter referred to as “SeaTac,” and the City of Tukwila, hereinafter referred to as “Tukwila”, collectively, "Parties" and individually a “Party”.

Whereas, this Agreement is entered into by the Parties under the authority RCW 39.34, the Interlocal Cooperation Act.

Whereas, the purpose of this Agreement is to make available to SeaTac’s fleet maintenance/repair service performed by Tukwila, or under contracts entered into by the Tukwila. Tukwila shall provide mechanical maintenance/repair service for fleet vehicles/construction equipment owned by the City of SeaTac collectively, as detailed in Exhibit A.

To carry out the purposes of this Agreement and in consideration of the benefits to be received by each Party, the Parties hereby agree as follows:

**1. DURATION AND TERMINATION**

This Agreement shall be govern services rendered from the Effective Date through December 31, 2033 ("Initial Term"), PROVIDED, HOWEVER, that the term of this Agreement may be extended for one (1) additional ten (10) year term (Extension Term), at the sole discretion of Tukwila, by written notice from the City of Tukwila to SeaTac, FURTHER PROVIDED, HOWEVER, that the City of Tukwila’s obligations after December 31, 2033, are contingent upon local legislative appropriation of necessary funds for this specific purpose in accordance with the applicable law.

The terms of the Agreement can be revisited every two (2) years by the parties to this Agreement. Tukwila or SeaTac may voluntarily terminate this Agreement if desired. The Party terminating the agreement shall give the other Party a minimum of twelve (12) months' prior written notice.

**2. SCHEDULING WORK**

Whenever SeaTac desires to use Tukwila’s services to undertake routine maintenance or repair of SeaTac vehicles, SeaTac shall notify Tukwila’s Fleet Superintendent, identified below, for scheduling the work via e-mail. To the extent SeaTac’s vehicles are in need of scheduled maintenance or unscheduled repair, such maintenance and/or repair will be provided on an "as needed" basis at Tukwila’s Fleet Superintendent’s discretion with emergent repairs being undertaken as soon as reasonably possible.

**3. TRANSPORTATION**

SeaTac shall provide for transportation of vehicles to and from Tukwila’s service location, set forth in Section 7 below. In situations where the vehicle is

inoperative, Tukwila's Fleet Superintendent will determine whether the vehicle shall be towed to Tukwila's service location or repaired at SeaTac's location. If the vehicle needs to be towed, it shall be a SeaTac's sole cost.

**4. MAXIMUM COST FOR REPAIRS – EXTENT OF WORK**

The cost for each repair work order shall not exceed Five Hundred and no/100 Dollars (\$500.00) without consultation by Tukwila with SeaTac. The SeaTac Contract Administrator, identified below, will advise Tukwila whether or not to proceed with specified repairs identified for particular vehicle when charges exceed the above amount. Vehicle repair estimates provided by Tukwila are estimates; if repair costs are estimated to exceed the original estimate provided by over \$100, Tukwila will contact SeaTac for permission to proceed with repairs.

**5. STANDARD SPECIFICATIONS AND MAINTENANCE SCHEDULE**

Whenever Tukwila has standard specifications in place for supplies or services requested by SeaTac, Tukwila shall use such specification in replacing parts and/or performing services requested. Tukwila's Preventive Maintenance schedule shall be used for SeaTac equipment.

**6. REPLACEMENT OF EQUIPMENT**

Whenever SeaTac or Tukwila deems an equipment should be replaced rather than repaired due to the cost involved or age of equipment, Tukwila shall provide feedback and recommendations to aid SeaTac in its selection process for equipment replacement based on the maintenance record that Tukwila has with the old equipment.

**7. SERVICE LOCATION**

Services on SeaTac vehicles shall be performed at Tukwila's service location, located at Tukwila's Fleet & Facilities Building (11210 Tukwila International Blvd, Tukwila, WA 98168), unless specific circumstances warrant the use of other necessary locations.

**8. WAGE REQUIREMENTS**

Tukwila shall conduct the service in compliance with King County wage requirements. Rates may vary in years subsequent to the initial year of this Agreement based upon the actual cost to Tukwila and as provided in a written annual letter of notification to SeaTac issued pursuant to subsection 9.3 of this Agreement.

**9. COMPENSATION**

Compensation for services rendered during the Initial Term and the Extension Term of this Agreement shall be based on rates approved annually through the Tukwila budget process and formally distributed by January 1st of the calendar year.

9.1 Tukwila labor shall be provided at a cost per hour for passenger car/light-duty vehicle repair services; and heavy truck and equipment

repair services; pursuant to annual rates identified in Exhibit B. Overtime labor shall be provided at 1.5 times the appropriate hourly rate.

Equipment categories are further defined as follows:

- "Light Equipment" = Automotive/Light Duty — Passenger cars and pickup trucks up to 1-ton category (Ford F350 equivalent).
- "Heavy Equipment" = Trucks above 1-ton category (F450 equivalent and above) and including dump trucks, vector trucks, street sweepers, backhoes, aerial lift "bucket" trucks, road graders, snow removal equipment, and other municipal heavy equipment, usually diesel powered.

9.2 Vendor repairs shall be provided at Tukwila cost plus labor for transporting to and from vendor at the light equipment Tukwila labor rate, and direct purchase parts shall be supplied at cost +15%. Tukwila will notify SeaTac when work needs to be sent to an outside vendor. SeaTac will provide Tukwila with written permission before moving forward with vendor repairs.

9.3 In the event of any changes in rates of compensation, parts, labor, and vendor repair costs, Tukwila will submit a letter to SeaTac by January 1st of the year, notifying SeaTac of any changes in rates of compensation for parts, labor and vendor repair costs before applying such new rates to all work performed for SeaTac for that year.

9.4 It is estimated that labor hours expended on SeaTac fleet repair and maintenance may be six hundred (600) hours annually. Tukwila labor hours designated for SeaTac fleet repair and maintenance shall be a minimum of Six Hundred (600) hours annually. However, the Parties agree to an end-of-year reconciliation of services rendered and payments made to evaluate labor rates and services provided to ensure sustainability of the agreement for the upcoming year.

## 10. PAYMENT FOR SERVICES

10.1 Tukwila shall invoice SeaTac **monthly**. Payments are due within thirty (30) days upon receipt of an invoice by SeaTac.

10.2 Payment as provided in this section shall constitute full compensation for work performed, services rendered, and for all materials, supplies, equipment and incidentals necessary to complete the work.

## 11. WARRANTY

Tukwila warrants that all work on, or parts provided to, SeaTac's vehicles will be free from defects not inherent in the quality required or permitted, and that the work will conform to the requirements of the Agreement. Work not conforming to these requirements, including substitutions not properly approved

and authorized in writing may be considered defective. All materials and work shall be guaranteed for a period of ninety (90) days ("warranty period") after the date the work order is closed. During the warranty period, Tukwila shall upon notification by SeaTac of any malfunctions, make necessary repairs at Tukwila's expense.

## **12. INDEMNIFICATION**

SeaTac shall hold harmless, indemnify, and defend, at its own expense, Tukwila, its elected and appointed officials, officers, employees, representatives, and agents from any loss or claim for damages of any nature whatsoever arising out of SeaTac's performance of this Agreement, including claims by SeaTac's employees, or third parties, except for those losses or claims for damages solely caused by the negligence or willful misconduct of Tukwila, its elected and appointed officials, officers, employees, representatives, or agents.

Tukwila shall hold harmless, indemnify, and defend, at its own expense, SeaTac, its elected and appointed officials, officers, employees, representatives, and agents from any loss or claim for damages of any nature whatsoever arising out of Tukwila's performance of this Agreement, including claims by Tukwila's employees or third parties, except for those losses or claims for damages solely caused by the negligence or willful misconduct of the SeaTac, its elected and appointed officials, employees, representatives, or agents.

In the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of Tukwila and SeaTac, their officers, employees, representatives, and agents, each Party's liability hereunder shall be only to the extent of their respective negligence.

It is further specifically and expressly understood that the indemnification provided herein constitutes both Tukwila's and SeaTac's waiver to each other only, of their respective immunity under Industrial Insurance, Title 51 RCW, solely for purposes of this indemnification. This waiver has been mutually negotiated by the Parties. The provisions of this Section shall survive the expiration or termination of this Agreement.

## **13. INSURANCE**

Each Party shall each provide and maintain suitable commercial general liability and auto liability insurance policies to protect it from casualty losses by reason of the activities contemplated by this Agreement. The limits of liability for each coverage shall be at least Two Million Dollars (\$2,000,000) each occurrence. Each Party shall provide the other Party with a Certificate of Liability Insurance or Evidence of Coverage; provided, that if either Party is self-insured or part of a self-insurance risk pool, it will provide a letter of self-insurance as evidence of coverage.

**14. AUDITS AND INSPECTIONS**

The records and documents with respect to all matters covered by this contract shall be subjected to inspection, review or audit by Tukwila or SeaTac at the requesting Party's sole expense during the term of this Agreement and three (3) years after expiration or termination. Such records shall be made available for inspection during regular business hours within a reasonable time of the request. A records report shall be provided by Tukwila to SeaTac annually.

**15. FINANCE AND BUDGET**

No special budget or funds are anticipated, nor shall any be created. The Parties are each responsible for their own finances in connection with this Agreement, and nothing in this Agreement shall be deemed or construed otherwise.

**16. APPLICABLE LAW; VENUE; ATTORNEYS FEES**

This Agreement shall be subject to, and the Parties shall at all times comply with, all applicable federal, state and local laws, regulations, and rules, including the provisions of the City of Tukwila Municipal Code and ordinances of the City of Tukwila. In the event any suit, arbitration, or other proceeding is instituted to enforce any term of this Agreement, the Parties specifically understand and agree that venue shall be properly laid in King County, Washington. The prevailing party in any such action shall be entitled to its attorney's fees and costs of suit. Venue for any action arising from or related to this Agreement shall be exclusively in King County Superior Court.

**17. SEVERABILITY AND SURVIVAL**

If any term, condition or provision of this Agreement is declared void or unenforceable or limited in its application or effect, such event shall not affect any other provisions hereof and all other provisions shall remain fully enforceable. The provisions of this Agreement, which by their sense and context are reasonably intended to survive the completion, expiration or cancellation of this Agreement, shall survive termination of this Agreement.

**18. ENTIRE AGREEMENT; MODIFICATION**

This Agreement, together with attachments or addenda, represents the entire and integrated Agreement between Tukwila and SeaTac and supersedes all prior negotiations, representations, or agreements written or oral. No amendment or modification of this Agreement shall be of any force or effect unless it is in writing and signed by the Parties.

**19. NO WAIVER**

Failure to insist upon strict compliance with any terms, covenants or conditions of this Agreement shall not be deemed a waiver of such, nor shall any waiver or relinquishment of such right or power at any time be taken to be a waiver of any other breach.



**20. ADMINISTRATION**

This Agreement will be jointly administered by Tukwila and SeaTac. This Agreement does not create any separate legal or administrative entity

**21. NOTICES**

Notices to the City of Tukwila shall be sent to the following address:

City Clerk  
City of Tukwila  
6200 Southcenter Boulevard  
Tukwila, WA 98188

Notices to the City of SeaTac shall be sent to the following address:

Finance Administration  
City of SeaTac  
4800 S 188<sup>th</sup> St  
SeaTac, WA 19188

**21. PROPERTY ACQUISITION AND DISPOSITION**

This Agreement does not contemplate the joint acquisition of property by the parties. At termination, each party will remain the sole owner of its own property.

**22. PUBLICATION**

Prior to its entry into force, the Parties shall electronically publish this Agreement on their respective websites in lieu of recording it with the County Auditor.

**23. EFFECTIVE DATE**

This Agreement shall be effective upon the latest date it is executed by all Parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date last written below.

**\*\* Contractor signature to be obtained by sponsor staff. \*\***

**\*\* City signatures to be obtained by City Clerk's Staff ONLY. \*\***

CITY OF SEATAC

CITY OF TUKWILA

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

\_\_\_\_\_  
Allan Ekberg, Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

APPROVED AS TO FORM:

\_\_\_\_\_

\_\_\_\_\_

Date

ATTEST/AUTHENTICATED:

\_\_\_\_\_

City Clerk

\_\_\_\_\_

Date

APPROVED AS TO FORM:

\_\_\_\_\_

Office of the City Attorney

\_\_\_\_\_

Date

ATTEST/AUTHENTICATED:

\_\_\_\_\_

Christy O'Flaherty, City Clerk

\_\_\_\_\_

Date

## EXHIBIT A

Current Asset #	Description	Date in Service
B036	2003 Ford F450 XL 1 Ton Flat Bed	5/2/2003
B037	2003 F-450 Flatbed	5/2/2003
B044	2005 F-450 Supercab 4x2	6/14/2005
B051	2005 Ford F250 4x4 Truck	3/23/2005
B055	2008 Ford F-250 Supercab Pick Up Truck	6/21/2007
B056	2008 Ford F-250 Crew Cab 4x2 Truck	1/1/2007
B060	2008 Ford E14 Econo Cargo Van	5/20/2008
B061	2008 EK SII 14 Passenger Van	9/8/2008
B062	2010 Ford F-250 Extended Cab Truck	9/29/2009
B064	2013 Ford F-250	12/11/2012
B065	2013 Ford F-250	12/11/2012
B066	2014 Ford F -250 4X2	11/22/2013
B067	2014 Ford F-250 4X2	11/22/2013
B068	2014 Ford F-550 XL	12/4/2013
B069	2014 Ford Senator 12 Passenger van	4/11/2014
B070	2015 Ford F-150	2/6/2015
B071	2014 Ford F-150	12/1/2014
B072	2014 Ford F 150 4X4	4/22/2015
B073	2016 Ford Transit	12/28/2015
B074	2016 Ford F-150	11/1/2016
B075	2016 Ford F-150	11/4/2016
B076	2016 Ford F-150	11/1/2016
B077	2017 Ford F-150 4X4	5/1/2017
B078	2017 Ford F-150 4X4	5/1/2017
B079	2017 Ford F-150 4X2	5/1/2017
B080	2017 Ford F-150 4X2	5/1/2017
B081	2017 Ford F-150 (parks)	6/14/2017
B082	2017 Ford F-150 (parks)	6/6/2017
B083	2017 Ford Escape (pw admin)	8/31/2017
B084	2017 Ford Escape (pw admin)	8/31/2017
B085	Ford Escape SE AWD	7/11/2018
B086	Ford Escape SE AWD	7/11/2018
B087	2018 Ford Escape SE AWD	8/24/2018
B088	2019 Ford Escape SE AWD	8/8/2019
B089	2019 Ford Escape SE AWD	8/8/2019
B090	2019 Ford F150 XIE SC 4WD	8/14/2019
B091	2019 Ford F150 SC 4X4 Truck	9/24/2019
B092	2019 Ford Transit 15 Passenger Van	10/4/2019
B093	2019 Ford F-150 SC 4x2	10/21/2019
B094	2019 Ford F150 SC 4x2	10/22/2019
B095	2019 Ford F150 CC 4x2	10/22/2019
B096	2019 Ford Transit Cargo Van	11/26/2019
B097	2020 Ford F150 SC 4WD	2/20/2020
B098	2020 Ford Transit 15 Passenger Van	6/18/2021
C013	2000 Trailer Concrete Mixer	12/27/2000

Current Asset #	Description	Date in Service
C015	2003 Eagle Premier Utility Trailer	6/17/2003
C016	2004 Eagle Premier Utility Trailer	2/28/2004
C019	2006 Brush Chipper	6/29/2006
C020	2006 Crafcro Crack Sealer/Air Comp/Trailer	7/31/2006
C021	2006 Air Compressor/Jack Hammer	9/14/2006
C022	2007 Wanco Arrow board Trailer	4/23/2007
C024	2007 Eagle Landscape Trailer	5/5/2008
C026	2009 Eagle Landscape Utility Trailer	12/4/2009
C027	2012 Top Notch Tilt Utility Trailer	12/19/2011
C028	2014 Eagle Landscape Trailer	1/13/2015
C029	2014 Wanco Arrow Board	12/19/2014
C030	2015 Eagle Landscape Trailer	8/11/2015
C031	2018 Forv Cargo Mate Utility	10/25/2017
C032	2015 RU2 800 Radar Traff Trailer	11/16/2015
C033	2017 Utility Trailer (Roller)	11/27/2017
C034	2018 Tilt Trailer King	4/25/2018
C035	2008 GENERATOR 208/480V TRAILER	7/1/2018
C037	2018 Hydrotek Tailer/Pres Washer	3/18/2019
C038	2019 Ver-Mac Message Board	4/13/2021
C039	2019 Ver-Mac Message Board	4/13/2021
C040	2019 Ver-Mac Message Board	4/13/2021
C041	2019 Ver-Mac Message Board	4/13/2021
D016	1999 10yd Dump Truck	2/28/1999
D032	2004 Hyster SX40 Forklift	5/5/2004
D040	2009 Freightliner Hook Lift/Dump Truck	12/17/2008
D042	2008 Freightliner Hot Box Patcher	9/28/2009
D043	2009 John Deere Gator	9/23/2009
D044	2010 Billy Goat Debris Blower/Trailer	11/16/2010
D045	(3) 6,100 Gallon Storage Tank	11/20/2010
D047	1,000 Gallon Tank Sprayer	11/20/2010
D048	325 Gallon Tank Sprayer	11/20/2010
D049	2011 Toro Groundsmaster 4000 Mower	6/21/2011
D050	2011 Broyhill Stadium 110 Sprayer	6/21/2011
D051	2013 John Deere Gator	4/24/2013
D053	2013 Sweeper	6/25/2013
D054	2014 VacCon	5/31/2013
D055	2014 John Deere 1200A Bunker & Field R	11/1/2014
D056	2014 John Deere 1200A Bunker & Field R	11/1/2014
D057	2014 John Deere 1200A Bunker & Field R	11/1/2014
D058	Paint Striper	10/1/2014
D059	2014 Toro mower	11/1/2014
D060	2014 John Deere 4052R Compact Tractor	9/18/2014
D061	2014 Exmark Turf Tracer	11/12/2014
D062	Hot Bituminous Applicator	8/19/2014
D063	2015 John Deere 6105M Cab Tractor w/r	2/10/2016

Current Asset #	Description	Date in Service
D064	2016 Ford Cutaway Camera Truck	9/15/2015
D065	2015 John Deere 6105M Cab Tractor w/	2/10/2016
D066	2016 John Deere 310L Backhoe Loader	1/14/2016
D067	Ver-Mac Message Board	11/1/2016
D068	Ver-Mac Message Board	11/1/2016
D069	2016 Debris Blower Toro	4/25/2018
D070	2017 Wacker RD-12 1/2 Ton Roller	11/17/2017
D071	2020 Dump Truck w/box	7/19/2019
D072	2019 Turfco Mete-R-Matic IV Top Dresse	9/24/2019
D073	Backhoe Loader 410L	12/28/2021
D074	Walker Mower	6/28/2021
D075	Ground Master	
D076	New Brine Machine	10/1/2022
D077	Grandstand	
NONE2	Lincoln Ranger 9 Gas Welder	8/23/2004
NONE3	American IMC Air Compressor	11/22/2004
S009	Fastliner Paint Sprayer	10/15/2001
S017	1999 Tenco Snow Plow	3/23/1999
S024	2006 Jumping Jack	8/14/2006
S025	Push Camera/Capital Equipment	3/20/2019
	Toro 0 Turn Mower	

EXHIBIT B

<b>Billable Labor Rate for ILA</b>	<b>2023</b>
<b>Labor rate</b>	<b>\$ 126.18</b>
<b>(includes salary, benefits, and taxes)</b>	
<b>Overhead %</b>	<b>20%</b>
<b>(utilities, shop supplies, excludes indirect cost allocation)</b>	
<b>Billable Labor Rate:</b>	<b>\$ 151.42</b>



## **INFORMATIONAL MEMORANDUM**

**TO:** Transportation and Infrastructure Services Committee  
**FROM:** Hari Ponnekanti, Public Works Director/City Engineer  
**BY:** Brittany Robinson, Public Works Grant Analyst  
Russell Betteridge, NPDES Coordinator  
**CC:** Mayor Allan Ekberg  
**DATE:** March 17, 2023  
**SUBJECT:** Surface Water - National Pollutant Discharge Elimination System Program (NPDES)  
**Project No. 99341210**  
**Grant Agreement 23-046, Amendment No. 1**

### **ISSUE**

Approve Amendment No. 1 for the 2021-2023 Municipal Stormwater Capacity-Building grant agreement, in the amount of \$62,000, for the National Pollutant Discharge Elimination System (NPDES) Program.

### **BACKGROUND**

The National Pollutant Discharge Elimination System (NPDES) program is a requirement of the State and includes public education and outreach, illicit discharge detection and illumination, staff training, inspections of public and private systems, and drainage system maps. This program also funds clean-up of illicit discharge (spill cleanup) costs that may occur in the City's right-of-way.

The 2021 Washington State Legislature provides funding each biennium for Tukwila's municipal NPDES Program.

### **ANALYSIS**

On February 28, 2023, Council approved a grant award for the 2021-2023 Municipal Stormwater Capacity-Building grant in the amount of \$70,000 for the NPDES program. The Department of Ecology notified the City of Tukwila that we have been awarded an additional \$62,000, which must be approved by March 31, 2023, or the funding will be forfeited.

All funds must be used for expenses incurred from July 1, 2021- June 30, 2023. This funding can be used to retroactively reimburse NPDES work that was already completed from July 1, 2021 to date.

### **FISCAL IMPACT**

Grant Amendment No. 1 is for \$62,000, with no City match requirement.

### **RECOMMENDATION**

The Council is being asked to approve Amendment No. 1 for the 2021-2023 Municipal Stormwater Capacity-Building grant agreement, in the amount of \$62,000, for the NPDES Program, and consider this item same day at the March 20, 2023, Regular Consent Agenda Meeting.

**Attachments:** 2023 CIP Pg 78  
Ecology Grant Agreement, Amendment No. 1

## CITY OF TUKWILA CAPITAL PROJECT SUMMARY

2023 to 2028

**PROJECT:** NPDES Program

Project No. 99341210

**DESCRIPTION:** Provide programmatic implementation requirements of NPDES. The Master Drainage Program specifies a NPDES reporting and action plan for City compliance. The services/supplies funds will also include any illicit discharge (spill cleanup) costs that may occur in the City's right-of-way.

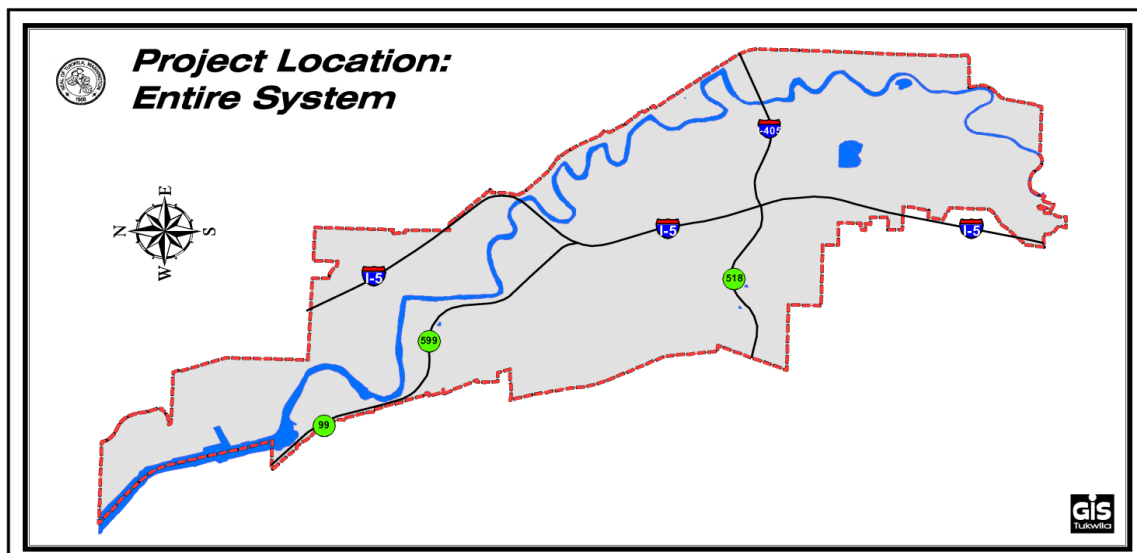
**JUSTIFICATION:** State NPDES requirements include an annual report, public education and outreach, illicit discharge detection and illumination, approved technical standards, staff training, inspections of public and private systems, and drainage system maps.

**STATUS:** All current NPDES requirements have been implemented. LID added to TMC in 2017.

**MAINT. IMPACT:** Additional cleaning and documentation will require added staff resources.

**COMMENT:** National Pollutant Discharge Elimination System (NPDES). Additional NPDES requirements will be ongoing. Costs shown include emergency supplies, testing equipment, DOE testing, and annual public outreach surveys. Added Smap requirements requiring changes to GIS Mapping to conform with DOE NPDES standards.

FINANCIAL (in \$000's)	Through		Estimated								TOTAL
	2021	2022	2023	2024	2025	2026	2027	2028	BEYOND		
<b>EXPENSES</b>											
Services/Supplies	50	50	60	60	60	60	65	65	65	535	
Const. Mgmt.										0	
Construction										0	
<b>TOTAL EXPENSES</b>	<b>50</b>	<b>50</b>	<b>60</b>	<b>60</b>	<b>60</b>	<b>60</b>	<b>65</b>	<b>65</b>	<b>65</b>	<b>535</b>	
<b>FUND SOURCES</b>											
Awarded Grant		50								50	
Proposed Grant				50		50		50		150	
Mitigation Actual										0	
Mitigation Expected										0	
Utility Revenue	50	0	60	10	60	10	65	15	65	335	
<b>TOTAL SOURCES</b>	<b>50</b>	<b>50</b>	<b>60</b>	<b>60</b>	<b>60</b>	<b>60</b>	<b>65</b>	<b>65</b>	<b>65</b>	<b>535</b>	







**AMENDMENT NO. 1  
TO AGREEMENT NO. WQSWCAP-2123-Tukwil-00140  
BETWEEN  
THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY  
AND  
CITY OF TUKWILA**

PURPOSE: To amend the above-referenced agreement (AGREEMENT) between the state of Washington Department of Ecology (ECOLOGY) and City of Tukwila (RECIPIENT) for the 2021-2023 Biennial Stormwater Capacity Grants (PROJECT).

The purpose of this amendment is to increase the grant funding by an additional \$25,000. The grant end date will also be extended from the original end date of 3/31/23 to 6/30/23 to allow more time for the additional funding to be utilized.

IT IS MUTUALLY AGREED that the AGREEMENT is amended as follows:

Total Cost:

Original: 70,000.00 Amended: 132,500.00

Total Eligible Cost:

Original: 70,000.00 Amended: 132,500.00

Expiration Date:

Original: 03/31/2023 Amended: 06/30/2023

**CHANGES TO THE BUDGET**

**Funding Distribution EG220380**

Funding Title: 2021-23 capacity grant

Funding Type: Grant

Funding Effective Date: 07/01/2021

Funding Expiration Date: 06/30/2023

Funding Source:

Title: Model Toxics Control Operating Account (MTCOA)  
 Fund: FD  
 Type: State  
 Funding Source %: 100%  
 Description: MTCA

Approved Indirect Costs Rate: Approved State Indirect: 30%  
 Recipient Match %: 0%  
 InKind Interlocal Allowed: No  
 InKind Other Allowed: No  
 Is this Funding Distribution used to match a federal grant? No

2021-23 capacity grant	Task Total
Project Administration/Management	\$ 2,500.00
Permit Implementation	\$ 130,000.00
<b>Total: \$ 132,500.00</b>	

**CHANGES TO SCOPE OF WORK**

Task Number: 2 Task Cost: \$130,000.00

Task Title: Permit Implementation

Task Description:

Conduct work related to implementation of municipal stormwater National Pollutant Discharge Elimination System (NPDES) permit requirements. If the RECIPIENT is out of compliance with the municipal stormwater National Pollutant Discharge Elimination System (NPDES) permit, the RECIPIENT will ensure funds are used to attain compliance where applicable. The following is a list of elements RECIPIENT’s project may include.

- 1) Public education and outreach activities, including stewardship activities.
- 2) Public involvement and participation activities.
- 3) Illicit discharge detection and elimination (IDDE) program activities, including:
  - a) Mapping of municipal separate storm sewer systems (MS4s).
  - b) Staff training.
  - c) Activities to identify and remove illicit stormwater discharges.
  - d) Field screening procedures.
  - e) Complaint hotline database or tracking system improvements.
- 4) Activities to support programs to control runoff from new development, redevelopment, and construction sites, including:

- a) Development of an ordinance and associated technical manual or update of applicable codes.
  - b) Inspections before, during, and upon completion of construction, or for post-construction long-term maintenance.
  - c) Training for plan review or inspection staff.
  - d) Participation in applicable watershed planning effort.
- 5) Pollution prevention, good housekeeping, and operation and maintenance program activities, such as:
- a) Inspecting and/or maintaining the MS4 infrastructure.
  - b) Developing and/or implementing policies, procedures, or stormwater pollution prevention plans at municipal properties or facilities.
- 6) Annual reporting activities.
- 7) Establishing and refining stormwater utilities, including stable rate structures.
- 8) Water quality monitoring to implement permit requirements for a Water Cleanup Plan (TMDL). Note that any monitoring funded by this program requires submittal of a Quality Assurance Project Plan (QAPP) that the DEPARTMENT approves prior to awarding funding for monitoring.
- Monitoring, including:
- a) Development of applicable QAPPs.
  - b) Monitoring activities, in accordance with a DEPARTMENT- approved QAPP, to meet Phase I/II permit requirements.
- 9) Structural stormwater controls program activities (Phase I permit requirement)
- 10) Source control for existing development (Phase I permit requirement), including:
- a) Inventory and inspection program.
  - b) Technical assistance and enforcement.
  - c) Staff training.
- 11) Equipment purchases that result directly in improved permit compliance. Equipment purchases must be specific to implementing a permit requirement (such as a vector truck) rather than general use (such as a pick-up truck). Equipment purchases over \$5,000 must be pre-approved by Ecology.

Documentation of all tasks completed is required. Documentation may include: field reports, dates and number of inspections conducted, dates of trainings held and participant lists, number of illicit discharges investigated and removed, summaries of planning, stormwater utility or procedural updates, annual reports, copies of approved QAPPs, summaries of structural or source control activities, summaries of how equipment purchases have increased or improved permit compliance. Capital construction projects, incentives or give-a-ways, grant application preparation, TAPE review for proprietary treatment systems, or tasks that do not support Municipal Stormwater Permit implementation are not eligible expenses.

Task Goal Statement:

This task will improve water quality in the State of Washington by reducing the pollutants delivered by stormwater to lakes, streams, and the Puget Sound by implementing measures required by Phase I and II NPDES permits.

Task Expected Outcome:

RECIPIENTS will implement measures required by Phase I and II NPDES permits.

**Deliverables**

<b>Number</b>	<b>Description</b>	<b>Due Date</b>
2.1	Documentation of tasks completed	

DRAFT

**Funding Distribution Summary**

**Recipient / Ecology Share**

<b>Funding Distribution Name</b>	<b>Recipient Match %</b>	<b>Recipient Share</b>	<b>Ecology Share</b>	<b>Total</b>
2021-23 capacity grant	0 %	\$ 0.00	\$ 132,500.00	\$ 132,500.00
<b>Total</b>		<b>\$ 0.00</b>	<b>\$ 132,500.00</b>	<b>\$ 132,500.00</b>

DRAFT





## INFORMATIONAL MEMORANDUM

TO: **Transportation and Infrastructure Services Committee**  
 FROM: **Hari Ponnekanti, Public Works Director/ City Engineer**  
 BY: **Brittany Robinson, Grant Analyst**  
**Mike Perfetti, Senior Surface Water Manager**  
 CC: **Mayor Allan Ekberg**  
 DATE: **March 17, 2022**  
 SUBJECT: **Surface Water – Nelsen Side Channel Project**  
**Project No. 91641203**  
**Resolution for RCO Grant Application**

### ISSUE

Approve a Resolution to the State of Washington Recreation and Conservation Office (RCO) for a grant application for the Nelsen Side Channel Project.

### BACKGROUND

The Nelsen side channel is a remnant section of the Green River as it existed prior to the construction of I-405 in the 1960s. The remnant channel is separated from the mainstem of the river by a constructed levee but offers potential as off-channel rearing habitat for threatened Puget Sound Chinook salmon and other aquatic species. This project will set the levee back to create a ±4.81-acre side channel, restore an acre of riparian forest, provide additional flood storage and provide public access to the river. Currently, there is a concept design in place for this project and property transfer arrangements are underway between the City, WDNR and WSDOT.

### DISCUSSION

RCO requires that project applicants submit a legislative authorizing resolution when applying for grant funds. RCO has specific language required in the resolution, which has been incorporated into the City resolution template. Staff plans to apply for acquisition funding to purchase the Nelsen Family Trust property and expand the project footprint. The RCO’s Salmon Recovery Funding Board (SRFB) application is due on June 28, 2023. The resolution will be incorporated into the SRFB application.

### FISCAL IMPACT

This resolution will authorize the application for this and for future SRFB grant rounds, as well. Staff is working with WRIA 9 to identify other funding sources for this project. The required 15% match will be covered by Surface Water utility funds.

<u>Fund Source</u>	<u>Amount</u>	<u>2023 Project Budget</u>
SRFB Grant	340,000	<b>\$150,000</b>
15% City Match	<u>60,000</u>	
<b>Total</b>	<b>\$400,000</b>	

### RECOMMENDATION

Council is being asked to approve the Resolution authorizing the submission of a grant application to the RCO and consider this item at the March 27, 2023 Committee of the Whole Meeting, and the subsequent Consent Agenda at the April 3, 2023 Regular Council Meeting.

**ATTACHMENTS:** 2023 CIP, Page 83  
Draft Resolution

# CITY OF TUKWILA CAPITAL PROJECT SUMMARY

2023 to 2028

**PROJECT:** Nelsen Salmon Habitat Side Channel

Project No. 91641203

**DESCRIPTION:** Create an off-channel salmon rearing habitat side channel by connecting a segment of historic river channel with the Green River.

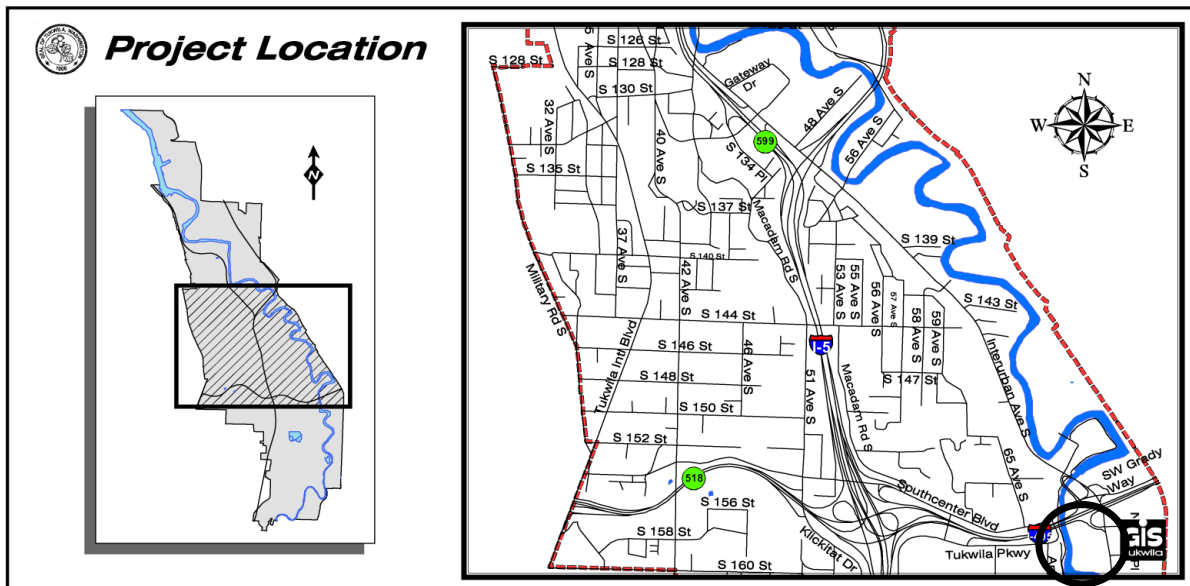
**JUSTIFICATION:** WRIA 9 has identified this project a proposed action in the Salmon Habitat Plan.

**STATUS:** The project area is primarily within State lands, but the intent is to transfer to City. The project may take place under an aquatic lease (DNR), depending on timing. Grant application for design funding submitted to Floodplains in 2020 with a low probability of success.

**MAINT. IMPACT:** Expected to increase maintenance

**COMMENT:** Property acquisition to the north could create the opportunity for a side channel and additional flood storage, or potentially combine this with Gilliam Creek Fish Barrier project depending on funding source feedback.

FINANCIAL (in \$000's)	Through Estimated		2023	2024	2025	2026	2027	2028	BEYOND	TOTAL
	2021	2022								
<b>EXPENSES</b>										
Design		50	300	300						650
Land (R/W)		5	300							305
Monitoring										0
Const. Mgmt.					385					385
Construction					1,440					1,440
<b>TOTAL EXPENSES</b>	<b>0</b>	<b>55</b>	<b>600</b>	<b>300</b>	<b>1,825</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>2,780</b>
<b>FUND SOURCES</b>										
Awarded Grant		50	150	150						350
Proposed Grant			300	100	1,232					1,632
Mitigation Actual										0
Mitigation Expected										0
Utility Revenue	0	5	150	50	593	0	0	0	0	798
<b>TOTAL SOURCES</b>	<b>0</b>	<b>55</b>	<b>600</b>	<b>300</b>	<b>1,825</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>2,780</b>





DRAFT

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TUKWILA, WASHINGTON, AUTHORIZING SUBMISSION OF AN APPLICATION(S) FOR GRANT FUNDING ASSISTANCE FOR THE NELSEN SIDE CHANNEL PROJECT (#91641203) TO THE SALMON RECOVERY FUNDING BOARD AS PROVIDED IN RCW chapter 77.85, RCW 77.95.180, WAC Title 420 AND OTHER APPLICABLE AUTHORITIES.**

Organization Name (sponsor).....**City of Tukwila, Washington**

Resolution No.....

Project Number(s), Name(s), and RCO Project Number(s):  
**Project #91641203...Nelsen Side Channel Project**  
**RCO # 23-1115**

**WHEREAS**, this resolution/authorization authorizes the person identified below (in Section 2) to act as the authorized representative/agent on behalf of our organization and to legally bind our organization with respect to the above Project(s) for which we seek grant funding assistance managed through the Recreation and Conservation Office (“the Office”); and

**WHEREAS**, under provisions of WAC chapter 420-12, state grant assistance is requested to aid in financing the cost of the Nelsen Side Channel Project; and

**WHEREAS**, the City Council of the City of Tukwila considers it in the best public interest to complete the Nelsen Side Channel capital improvement project;

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF TUKWILA, WASHINGTON, HEREBY RESOLVES AS FOLLOWS:**

**Section 1.** Our organization has applied for or intends to apply for funding assistance managed by the Office for the above “Project(s).”

**Section 2.** Our organization authorizes the following persons or persons holding specified titles/positions (and subsequent holders of those titles/positions) to execute the following documents binding our organization on the above projects:

<b>Grant Document</b>	<b>Name of Signatory or Title of Person Authorized to Sign</b>
Grant application (submission thereof)	Allan Ekberg, Mayor
Project contact (day-to-day administering of the grant and communicating with the RCO)	Mike Perfetti, Senior Surface Water Program Manager
RCO Grant Agreement (Agreement)	Allan Ekberg, Mayor
Agreement amendments	Allan Ekberg, Mayor
Authorizing property and real estate documents (Notice of Grant, Deed of Right of Assignment of Rights if applicable). These are items that are typically recorded on the property with the county.	Hari Ponnekanti, Public Works Director

The above persons are considered an “authorized representative(s)/agent(s)” for purposes of the documents indicated. Our organization shall comply with a request from the RCO to provide documentation of persons who may be authorized to execute documents related to the grant.

**Section 3.** Our organization has reviewed the sample RCO Grant Agreement on the Recreation and Conservation Office’s WEBSITE at: <https://rco.wa.gov/wp-content/uploads/2019/06/SampleProjAgreement.pdf>. We understand and acknowledge that if offered an agreement to sign in the future, it will contain an indemnification and legal venue stipulation and other terms and conditions substantially in the form contained in the sample Agreement and that such terms and conditions of any signed Agreement shall be legally binding on the sponsor if our representative/agent enters into an Agreement on our behalf. The Office reserves the right to revise the Agreement prior to execution.

**Section 4.** Our organization acknowledges and warrants, after conferring with its legal counsel, that its authorized representative(s)/agent(s) have full legal authority to act and sign on behalf of the organization for their assigned role/document.

**Section 5.** Grant assistance is contingent on a signed project agreement. Entering into any project agreement with the Office is purely voluntary on our part.

**Section 6.** Our organization understands that grant policies and requirements vary depending on the grant program applied to, the grant program and source of funding in the project agreement, the characteristics of the project, and the characteristics of our organization.

**Section 7.** Our organization further understands that prior to our authorized representative(s)/agent(s) executing any of the documents listed above, the RCO may make revisions to its sample Agreement and that such revisions could include the indemnification and the legal venue stipulation. Our organization accepts the legal obligation that we shall, prior to execution of the Agreement(s), confer with our authorized representative(s)/agent(s) as to any revisions to the project Agreement from that of the sample Agreement. We also acknowledge and accept that if our authorized representative(s)/agent(s) executes the Agreement(s) with any such revisions, all terms and conditions of the executed Agreement shall be conclusively deemed to be executed with our authorization.

**Section 8.** Any grant assistance received will be used for only direct eligible and allowable costs that are reasonable and necessary to implement the project(s) referenced above.

**Section 9.** If match is required for the grant, we understand our organization must certify the availability of match at least one month before funding approval. In addition, our organization understands it is responsible for supporting all non-cash matching share commitments to this project should they not materialize.

**Section 10.** Our organization acknowledges that if it receives grant funds managed by the Office, the Office will pay us on only a reimbursement basis. We understand reimbursement basis means that we will only request payment from the Office after we incur grant eligible and allowable costs and pay them. The Office may also determine an amount of retainage and hold that amount until all project deliverables, grant reports, or other responsibilities are complete.

**Section 11.** Our organization acknowledges that any property acquired with grant assistance must be dedicated for the purposes of the grant in perpetuity unless otherwise agreed to in writing by our organization and the Office. We agree to dedicate the property in a signed "Deed of Right" for fee acquisitions, or an "Assignment of Rights" for other than fee acquisitions (which documents will be based upon the Office's standard versions of those documents), to be recorded on the title of the property with the county auditor. Our organization acknowledges that any property acquired in fee title must be immediately made available to the public unless otherwise provided for in policy, the Agreement, or authorized in writing by the Office Director.

**Section 12.** Our organization acknowledges that any property owned by our organization that is developed, renovated, enhanced, or restored with grant assistance must be dedicated for the purpose of the grant in perpetuity unless otherwise allowed by grant program policy or Office, in writing, and per the Agreement or an amendment thereto.

**Section 13.** Our organization acknowledges that any property not owned by our organization that is developed, renovated, enhanced, or restored with grant assistance must be dedicated for the purpose of the grant as required by grant program policies unless otherwise provided for per the Agreement or an amendment thereto.

**Section 14.** Our organization certifies the following: the Project does not conflict with the Puget Sound Action Agenda developed by the Puget Sound Partnership under RCW 90.71.310.

**Section 15.** This resolution/authorization is deemed to be part of the formal grant application to the Office.

**Section 16.** Our organization warrants and certifies that this resolution/ authorization was properly and lawfully adopted following the requirements of our organization and applicable laws and policies and that our organization has full legal authority to commit our organization to the warranties, certifications, promises and obligations set forth herein.

PASSED BY THE CITY COUNCIL OF THE CITY OF TUKWILA, WASHINGTON, at the Regular Meeting thereof this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

ATTEST/AUTHENTICATED:

\_\_\_\_\_  
Christy O'Flaherty, MMC  
City Clerk

\_\_\_\_\_  
Cynthia Delostrinos Johnson  
Council President

APPROVED AS TO FORM BY:

Filed with the City Clerk: \_\_\_\_\_  
Passed by the City Council: \_\_\_\_\_  
Resolution Number: \_\_\_\_\_

\_\_\_\_\_  
Office of the City Attorney



## INFORMATIONAL MEMORANDUM

TO: **Transportation and Infrastructure Services Committee**  
 FROM: **Hari Ponnekanti, Public Works Director/City Engineer**  
 BY: **Adam Cox, Transportation Project Manager**  
 CC: **Mayor Allan Ekberg**  
 DATE: **March 17, 2023**  
 SUBJECT: **Annual Bridge Inspections and Repairs Update**  
**Project No. 70010402**  
**Presentation on the State of the City’s Bridges**

### **ISSUE**

Provide the Transportation and Infrastructure Services Committee with information about the status of the City’s bridge program and inventory, showing the overall condition of the City’s bridges after completion of the 2022 inspections.

### **BACKGROUND**

The Federal Highway Administration (FHWA) and Washington State Department of Transportation (WSDOT) require regularly scheduled inspections of all the City’s vehicle-carrying bridge structures. The City extends this effort to include its pedestrian bridges. This requirement allows for continuity in reporting, as well as the opportunity to identify and potentially fund bridges in need of replacement and rehabilitation.

### **ANALYSIS**

The City currently owns 24 bridges (16 traffic bearing and 8 pedestrian). Of those, two are jointly-owned jurisdictional bridges with shared ownership between the City of Renton (Grady Way) and the City of Kent (S 196<sup>th</sup>/200).

The following discussion will focus on why the City inspects its bridges, where the City stands in comparison to the state and the country, and recommendations for additional steps that can be taken to address known issues. There were no new key findings or major concerns observed during the 2022 inspections.

With available funds in 2022, TranTech Engineering performed a study to evaluate which structures require bridge seal replacement. City staff plans to use the remainder of the 2023 bridge maintenance funds to replace deteriorated bridge seals.

The following structures were inspected in 2022:

<b>Bridge Number</b>	<b>Bridge Name</b>	<b>Date Inspected</b>
Tukwila 05	Southcenter Blvd	8/16/2022
Tukwila 14	42 <sup>nd</sup> Ave S	3/8/2022
Tukwila 15	Tukwila International Blvd	8/16/2022
Tukwila 18	Green River Trail Pedestrian	8/16/2022
Tukwila 19	Interurban Trail Bridge	8/18/2022
Tukwila 20	180 <sup>th</sup> Pedestrian Bridge	8/16/2022
Tukwila 21	Fort Dent Park Bridge	8/18/2022
Tukwila 22	Fort Dent Trail Bridge	8/18/2022
Tukwila 25	Tukwila Urban Center Ped Bridge	8/18/2022
Tukwila 26	Riverton Creek Pedestrian	8/16/2022

### **2023 Scheduled Inspections**

A total of 14 of the 24 bridges are planned to be inspected in 2023. One of the bridges being inspected in 2023 is the S 119<sup>th</sup> St pedestrian bridge, which is scheduled to receive an inspection in April. The structure receives an inspection every 24 months due to some of the deterioration observed in the 2017 special climbing inspection. The structure was constructed in 1960 and is nearing the end of its useful life. The bridge timber deck and timber beams have multiple areas of timber rot and paint loss. The structure is scheduled to receive paint and epoxy to the timber deck and timber beams in 2024. The scheduled repair work is considered preventive maintenance and does not improve the structural integrity of the bridge.

A rough order magnitude (ROM) to replace the structure is approximately \$3.9 million. City staff are actively searching for grant funding opportunities for repairs or replacement of the S 119<sup>th</sup> street bridge.

### **FISCAL IMPACT**

The cost for King County to perform the 2022 inspections was \$19,500.00, which was under the 2022 project budget of \$45,000.00.

### **RECOMMENDATION**

Discussion only.

**Attachments:** 2021 CIP page 13  
2023 CIP page 14  
Annual Bridge Inspection Report  
2022 City of Tukwila Bridge Inspection Cover Letter  
Map of Tukwila's Bridges

## CITY OF TUKWILA CAPITAL PROJECT SUMMARY

2023 to 2028

**PROJECT:** Annual Bridge Inspections and Repairs Project No. 9XX10402

**DESCRIPTION:** Ongoing program of bi-annual inspections, repairs, painting and rehabilitation of the 22 City bridges.

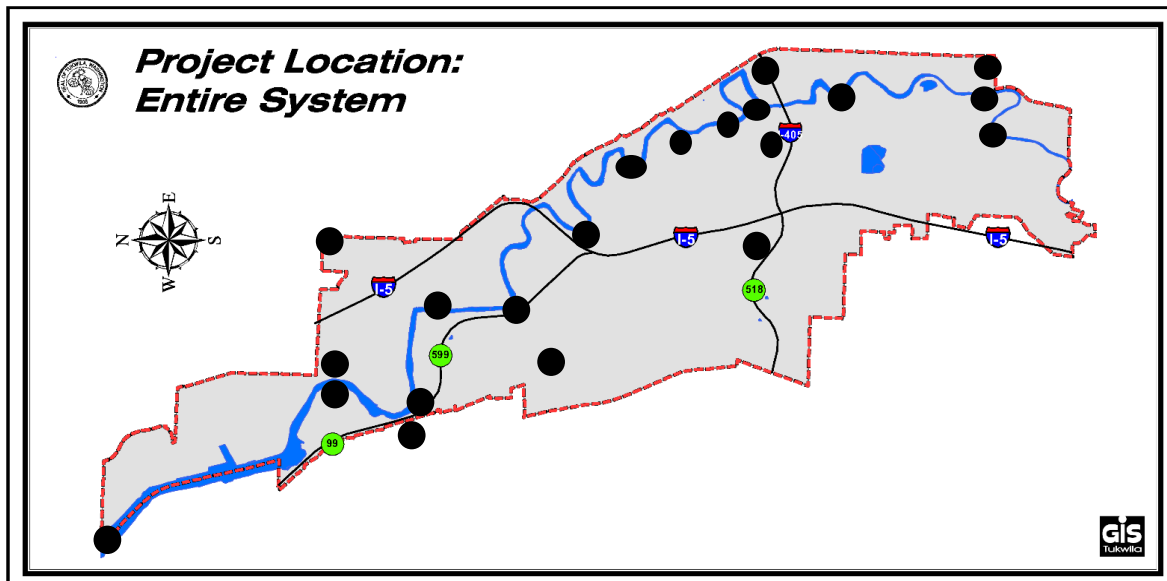
**JUSTIFICATION:** Federally required program identifies safety or repair needs in the early stages to minimize hazards and costs. The number of bridge inspections necessary each year can vary year to year. Inspection frequencies vary from bridge to bridge and King County has provided some inspection services.

**STATUS:** Construction projects will be determined from inspection reports and noted deficiencies/problems.

**MAINT. IMPACT:** Reduces maintenance costs.

**COMMENT:** Ongoing project, only one year actuals are shown in the first column.

FINANCIAL (in \$000's)	Through 2021	Estimated 2022	2023	2024	2025	2026	2027	2028	BEYOND	TOTAL
<b>EXPENSES</b>										
Inspections	111	45	75	75	110	115	120	125	130	906
Land (R/W)										0
Const. Mgmt.	43	40			15	15	15	15	15	158
Construction	314	250			75	70	65	60	55	889
<b>TOTAL EXPENSES</b>	<b>468</b>	<b>335</b>	<b>75</b>	<b>75</b>	<b>200</b>	<b>200</b>	<b>200</b>	<b>200</b>	<b>200</b>	<b>1,953</b>
<b>FUND SOURCES</b>										
Awarded Grant										0
Proposed Grant										0
Mitigation Actual										0
Mitigation Expected										0
City Oper. Revenue	468	335	75	75	200	200	200	200	200	1,953
<b>TOTAL SOURCES</b>	<b>468</b>	<b>335</b>	<b>75</b>	<b>75</b>	<b>200</b>	<b>200</b>	<b>200</b>	<b>200</b>	<b>200</b>	<b>1,953</b>



# CITY OF TUKWILA CAPITAL PROJECT SUMMARY

2023 to 2028

**PROJECT:** Annual Bridge Inspections and Repairs Project No. 7001402

**DESCRIPTION:** Ongoing program of bi-annual inspections, repairs, painting and rehabilitation of the 24 City vehicle and pedestrian bridges.

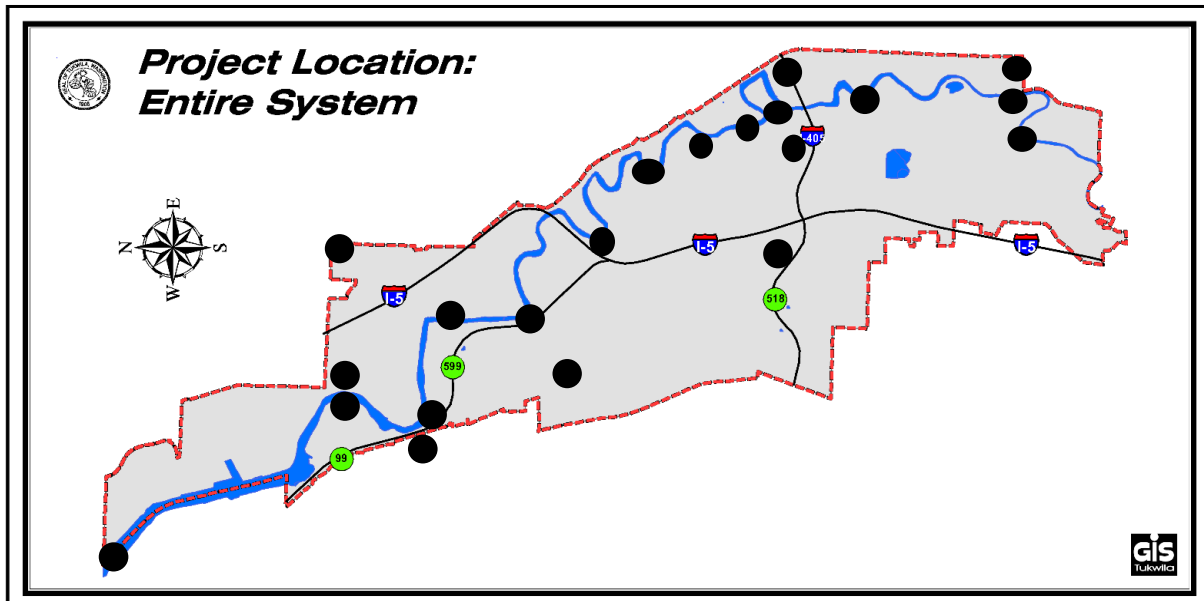
**JUSTIFICATION:** Federally required program identifies safety or repair needs in the early stages to minimize hazards and costs. The number of bridge inspections necessary each year can vary year to year. Inspection frequencies vary from bridge to bridge and King County has provided some inspection services.

**STATUS:** Construction projects will be determined from inspection reports and noted deficiencies/problems.

**MAINT. IMPACT:** Reduces maintenance costs.

**COMMENT:** Ongoing project, only one year actuals are shown in the first column.

FINANCIAL (in \$000's)	Through 2021	Estimated 2022	2023	2024	2025	2026	2027	2028	BEYOND	TOTAL
<b>EXPENSES</b>										
Inspections	35	40	110	115	120	125	130	135	140	950
Land (R/W)										0
Const. Mgmt.			15	15	15	15	15	15	15	105
Construction			75	75	80	80	85	85	85	565
<b>TOTAL EXPENSES</b>	<b>35</b>	<b>40</b>	<b>200</b>	<b>205</b>	<b>215</b>	<b>220</b>	<b>230</b>	<b>235</b>	<b>240</b>	<b>1,620</b>
<b>FUND SOURCES</b>										
Awarded Grant										
Proposed Grant										0
Mitigation Actual										0
Mitigation Expected										0
Parking Tax	35	40	200	205	215	220	230	235	240	1,620
<b>TOTAL SOURCES</b>	<b>35</b>	<b>40</b>	<b>200</b>	<b>205</b>	<b>215</b>	<b>220</b>	<b>230</b>	<b>235</b>	<b>240</b>	<b>1,620</b>





# CITY OF TUKWILA



## CITY ENGINEER'S BRIDGE INSPECTION REPORT

March 2023



Tukwila Urban Center Pedestrian Bridge

# City of Tukwila



Public Works Department

6300 Southcenter Blvd

Tukwila, WA 98188

## **CITY ENGINEER'S BRIDGE INSPECTION REPORT**

### **March 2023**

Hari Ponnekanti, P.E., PW Director/City Engineer

## Table of Contents

Executive Summary	ii
Forward	iii
Quick Bridge Reference	iv
Bridges Recommended for Replacement/Rehabilitation	1
Bridges recommended for Major Maintenance	2
Posted Bridges	3
Bridges Recommended for Rail Retrofit	4
Bridges Repair Recommendations for Repair	5
ADT (Average Daily Traffic)	6
Bridges Maintenance and Repair History	7

## Executive Summary

The City currently has ownership of 24 bridges (16 traffic bearing and 8 pedestrian). Of those, two are jointly owned jurisdictional bridges with shared ownership between the City of Renton (Grady Way) and the City of Kent (S 196th/200). The different types of bridge configuration vary from steel through truss, pre-cast concrete girders, cast-in-place concrete girders, steel girder, wood girder, and steel tied arch spans.

Currently the City has a total of six (6) bridges that have a sufficiency rating between 80 to 100; seven (7) bridges that have a sufficiency rating between 60 to 79; two (2) bridges that have a sufficiency rating between 40 to 59; and one (1) bridge (42nd Ave S Bridge) that have a sufficiency rating of 39 or less. Note, pedestrian bridges do not receive a sufficiency rating. Please refer to the Quick Bridge Reference sheet for the break down of city owned bridges and the assigned sufficiency rating.

The sufficiency rating formula provides a method of evaluating highway bridge data by calculating four (4) separate factors to obtain a numeric value which is indicative of bridge sufficiency to remain in service. The result of this method is a percentage in which 100 percent would represent an entirely sufficient bridge and zero (0) percent would represent an entirely insufficient or deficient bridge. The formula considers the structural adequacy, functional obsolescence, level of service and essentiality for public use.

## Forward

The *City Engineer's Bridge Inspection Report*, dated March 2023, is published by the City of Tukwila Public Works Department, and the information contained herein is the best available at the time of publication. It is to be used as an information tool for planning and maintenance activities, and reflects the general condition of the City's bridges. The repairs indicated are summarized for brevity from actual bridge inspection reports.

### Background

The FHWA (Federal Highway Administration) issued the NBIS (National Bridge Inspection Standards) in 1971. These standards established a comprehensive inspection for all federal highway system bridges. Minimum qualifications were set forth for bridge inspectors. Specific types and frequencies of inspections for bridges were established, and the reporting of certain standard information about each bridge was required. In 1978, these requirements were extended to all public bridges carrying vehicular traffic.

A national bridge inspection program has been in place ever since, and state and local agencies have performed bridge inspection in accordance with these guidelines. Inspections for the City of Tukwila's bridges are conducted every two years unless conditions warrant additional inspections or frequencies as dictated by the NBIS.

# Bridge Quick Check Informational Sheet

Bridge Number	Name	Year Built	Suff. Rating	WSDOT Bridge ID	ADT	Next ADT Reqd	Last Inspection	Next Inspection Date	UBIT Required	Last UBIT Inspection	Next UBIT Insp Reqd	Fracture Critical	Special Notes
Tukwila 01	Macadam Road	1997	80.58	08674200	3,600	2024	4/27/2021	2023	N	-	-	N	
Tukwila 02	Frank Zepp	1968	75.37 FO	08561400	36,000	2022	4/7/2021	2023	Y	2021	2025	N	
Tukwila 03	Lois T Newton	1973	79.56	08544400	18,900	2021	4/27/2021	2023	Y	2017	2023	N	
Tukwila 05	South-center Blvd	1994	96.98	0014269D	10,616	2023	8/16/2022	2024	Y	2020	2026	N	
Tukwila 06	Foster 56th Ave	1985	58.05	08166200	2,850	2024	4/22/2021	2023	Y	2017	2023	N	Scour analysis was performed
Tukwila 07	51st Ave South	1996	69.09	08634500	4,600	2024	4/22/2021	2023	N	-	-	N	
Tukwila 08	Grady Way	1986	64.86 FO	08543600	26,000	2024	4/13/2021	2023	Y	2018	2023	N	Jointly owned with City of Renton
Tukwila 09	E Marginal Way	1989	89.83	08110200	13,000	2024	4/13/2021	2023	Y	2017	2023	N	
Tukwila 11	BAR Airport Way	1952	47.22 SD	08001800	40,000	2024	4/14/2021	2023	N	-	-	N	*See note below
Tukwila 12	BAR BNSF	1945	62.15 FO	08002500	40,000	2021	4/14/2021	2023	Y	2017	2023	N	*See note below
Tukwila 13	Beacon Ave S	1971	78.36	7996800	500	2020*	4/8/2021	2023	N	2017	2019	Y	
Tukwila 14	42nd Ave S	1949	6.00 SD	08651500	10,300	2023	9/13/2022	2023	Y	2021	2023	Y	30% design currently in review
Tukwila 15	Pacific Hwy	2000	89.4	08651500	22,406	2025	8/16/2022	2024	Y	2020	2026	N	
Tukwila 16	S 119th	1965	--	08104300	NA	NA	4/27/2021	2023	N	-	-	N	
Tukwila 17	Foster Golf Course	1987	--	08584100	NA	NA	4/11/2019	2024	N	-	-	N	
Tukwila 18	Green River Ped & Utility	1983	--	08584200	NA	NA	8/18/2020	2026	N	-	-	N	
Tukwila 19	Inter-urban Trail	2006	--	08742500	NA	NA	9/11/2018	2023	N	-	-	N	
Tukwila 20	180th Street Trail	2001	--	08742600	NA	NA	8/19/2020	2026	Y	2016	2022	Y	
Tukwila 21	Fort Dent Road	1975	62.59	08328300	1,150	2025	8/18/2022	2024	Y	2018	2024	N	
Tukwila 22	Fort Dent Trail	2002	--	8718400	NA	NA	8/19/2020	2026	N	-	-	N	
Tukwila 24	Klickitat	2012	93.93 FO	08853600	14,024	2023	4/25/2019	2023	N	-	-	N	
Tukwila 25	TUC Ped Bridge	2018	-	8919000	-	-	2020	2025	Y	2019	2024	Y	
Tukwila 26	Riverton Creek Ped	2021	-	8931100	NA	-	8/16/2022	2027	N	-	-	N	New structure on the Green River Trail constructed during the Riverton Flapgate
4001	196-200th	1998	89.80 FO	08712100	17,406	2023	4/7/2021	2023	Y	2021	2027	N	Jointly owned with City of Kent

NOTES:  
 Sufficiency Rating is out of 100.  
 SD - Indicates the bridge structure is "Structural Deficient" as defined by the WSDOT (Washington State Department of Transportation) bridge inspection program. The structure is still safe for use by the public and the condition is being monitored.  
 FO - Indicates the bridge structure is "Functionally Obsolete" as defined by the WSDOT (Washington State Department of Transportation) bridge inspection program. This designation only indicates the roadway geometrics do not meet current standards for bridge design.  
 UBIT - Under Bridge Inspection Truck. This indicates the bridge needs special equipment in order to reach portions of the structure for inspection.  
 ADT - Average Daily Traffic  
 NA - Sufficiency ratings are not given on pedestrian facilities since they are not a part of the NBI system, a Suff. Rating of NA is given in that location.  
 All pedestrian bridges do not have a calculated sufficiency rating - they are not traffic loaded bridges and the rating numbers are not calculated per Federal Requirements.

\*Traffic counts were not recorded in 2020 due to inconsistencies in traffic volumes.

## Bridges Recommended for Replacement or Rehabilitation

Bridge Number	Bridge Name	Location	Reason
Tukwila 14	42nd Ave South*	Allentown (42nd Ave)	Deteriorating Structural Condition of the steel superstructure

Note: See individual bridge reports in Public Works for detailed repair work.

\* The City has been awarded three federal grants from PSRC, state transportation funds, and the Local Bridge Program for a total of \$27 M

### Bridges Recommended for Major Maintenance

Bridge Number	Bridge Name	Location	Reason
Tukwila 16	South 119th Pedestrian Bridge	119th Str (Allentown)	Painting/Epoxy of entire structure with possible rot repair as encountered
Tukwila 18	Green River Pedestrian and Utility	Interurban Trail near 180th	Rehabilitation of structure coating and timber rot repair and replacement



## Posted Bridges

Bridge Number	Bridge Name	Location	Reason
Tukwila 03	Lois T Newton (Strander Blvd)	Southcenter	Bridge is posted for reduced weight for single vehicle three axel ladder fire trucks.
Tukwila 14	42nd Ave South	Allentown	Bridge is posted for reduced truck speed and posted for reduced loading on AASHTO Type 3 trucks and 6 and 7 axle vehicles.

Note: See individual bridge reports in Public Works for detailed repair work.

### Bridges Recommended for Rail Retrofit

Bridge Number	Bridge Name	Location	Reason
Tukwila 1	Macadam	Macadam Road	Provide Guardrail, terminal and transitions that meet current standards
Tukwila 2	Frank Zepp	180th Street	Provide bridge rail that meet current standards
Tukwila 3	Lois T Newton	Stander Boulevard	Provide bridge rail, guardrail, terminal and transitions that meet current standards
Tukwila 6	Foster 56th Ave South	56th Avenue South	Provide bridge rail, guardrail, terminal and transitions that meet current standards
Tukwila 8	Grady Way	Grady Way	Provide Guardrail, terminal and transitions that meet current standards
Tukwila 9	East Marginal Way	East Marginal Way	Provide bridge rail, guardrail, terminal and transitions that meet current standards
Tukwila 11	Boeing Access Road - Airport Way	Boeing Access Road	Provide bridge rail, guardrail, terminal and transitions that meet current standards
Tukwila 13	Beacon Ave South	Victor Street	Provide bridge rail, guardrail, terminal and transitions that meet current standards
Tukwila 14	42nd Avenue South	42nd Avenue South	Provide Guardrail, terminal and transitions that meet current standards

Note: See individual bridge reports in Public Works for detailed repair work.

## Bridges Repair Recommendations

Bridge Number	Bridge Name	Location	Repair Recommendations	Priority	Inspection Date
PRIORITY CODE 'A' Highest Priority - Structural integrity and safety involved. PRIORITY CODE 'B' Regular Priority - General bridge structural repair work not requiring immediate response. PRIORITY CODE 'C' Low Priority - General minor maintenance or other work to be accomplished as time and money permit. PRIORITY CODE 'M' Monitor - The repair or item described needs to be monitored at the rate indicated. Note: See individual bridge reports in Public Works for detailed repair work.					
Tukwila 1	Macadam	Macadam	1. No repairs recommended at this time.	NA	27-Apr-21
Tukwila 2	Frank Zepp	180th Street	1. Remove timber planks and plywood between stringers at span 3. 2. Replace bearings at Pier 3 girders I, J, and K	B B	7-Apr-21
Tukwila 3	Lois Newton	Strander Blvd	1. No repairs recommended at this time.	NA	27-Apr-21
Tukwila 5	South center Blvd	SC Blvd	1. Rreplace missing block spacer on guardrail post 2. Fix broken light above pile 2c 3. Trim the trees on the north side of the bridge.	C B B	16-Aug-22
Tukwila 6	Foster 56th Ave S	56th Ave S	1. Fill scour void under SE wingwall 2. Replace expansion joint material 3. Repair damaged guardrail terminal end 4. Develop scour action plan	B B B B	22-Apr-21
Tukwila 7	51st Ave S	51st Ave S	1. Apply deck sealer to prevent ponding water to leak in to the box girders 2. Repair spalls at north expansion joint 3. Investigate waterline in box girder 4. Repair northwest rail terminal 5. Remove trees at Pier 2	B B A B B	22-Apr-21
Tukwila 8 (Renton-Tukwila Joint Ownership)	Grady Way	Grady Way	1. Repair vertical sliding surfaces on columns 2. Repair damage bridge rail (spalling and delamination's) 3. Clean plugged Drains at NW approach 4. Repair pedestrian fencing 5. Clear out material between bearings at Abutment 1 6. Repair metal bridge rail at NW approach 7. Remove vegetation on retaining wall 8. Clear sidewalk debris	B B B B B B C C	13-Apr-21
Tukwila 9	E Marginal Way	E Marginal Way	1. Replace compression seals at expansion joints 2. Develop scour plan 3. Secure access hatch at south side	B C A	13-Apr-21
Tukwila 11	BAR Airport Way	Boeing Access Road	1. Repair bridge rail damage 2. Roughen approach slabs	B C	14-Apr-21
Tukwila 12	BAR BNSF	Boeing access road	1. Repair the southeast approach rail. 2. Clean bridge deck and sidewalk	B M	14-Apr-21
Tukwila 13	Beacon Ave South	At Victor Street	1. Repair interior lighting.	B	8-Apr-21
Tukwila 14	42nd Ave S	42nd Ave S	1. Clean out open joints over floor beams thoroughly and fill with a flexible sealant, priority 1 due to corrosion at top flanges of floor beams from leaking joints. 2. Rework the sliding plate expansion joint so it is smooth with sidewalk and patch spalls near panel points, seal open cracks. 3. Replace missing guard rail and terminal at SW corner, replace damaged rail at SE corner, reset NW rail and posts to bring rail up to standard height. 4. Thoroughly pressure wash clean truss of all dirt/algae/guano, prepare surface, paint bridge to encapsulate pack rust and protect truss members. Add bird deterrent at all panel points, upper and lower chords. 5. Replace steel sliding plate expansion joints with either a strip seal with steel header or modular joint to eliminate water intrusion onto steel bearings. 6. Recommend design seismic retrofit steel collar and construct around bearing columns, anchored to cap, then fill tight with epoxy. 7. FRP wrap columns 4 A-C. Reinforce west wingwall. Add quarry spall along abutment 4 and under span 3 to retain fill and discourage transient activity. 8. Replace missing riprap along banks and in front of piers. 9. Recommend raising portals and sways due to the high volume of truck traffic and existing damage to sway members. 10. Replace sliding plates with elastomeric dynamic isolation bearings. 11. Chip any delaminated concrete from exposed rebar, clean and seal exposed bar and patch spalls. Sack honeycombed areas throughout soffit. Shotblast deck surface, patch spalled areas and apply epoxy overlay. 12. Replace broken gas pipe couplers.	B B B B B B B B B B B C	13-Sep-22
Tukwila 15	Pacific Hwy	Pacific/TIB at Duwamish	1. Repair scour along Green River Trail 2. Arrest channel erosion along the south bank 3. Repair the approach guardrails at the southwest, southeast, and northeast ends 4. Apply epoxy overlay on the bridge deck 5. Spot paint at slice locations to extend paint life 6. Trim brush growing along Ped trail	A A B C B B	16-Aug-22
Tukwila 16	S 119th Pedestrian	S 119th Street	1. Repair warped and twisted deck planks, deck has non-skid coating but timber is still weathered 2. Major rehabilitation or replacement in near future 3. Special inspection requested to inspect the underside of the superstructure 4. Replace areas of top boards	B A A A	27-Apr-21
Tukwila 17	Foster Golf Course	Foster GC	1. Monitor bearing movement at Abutment 1 2. Remove blackberry bushes under the bridge	M C	11-Apr-19
Tukwila 18	Green River	Interurban trail near 180th	1. Monitor utility pipe alignment 2. Repair chord patching material debonding 3. Repair and replace rotting timber pedestrian rail 4. Paint entire superstructure 5. Perform in-depth inspection	M B B B	16-Aug-22
Tukwila 19	Interurban Trail	Interurban Trail	1. No repairs noted	-	18-Aug-22
Tukwila 20	180th Ped	Interurban trail at 180th	1. Monitor leaching cracks in abutment and retaining walls 2. Remove debris from bearing seat 3. Repair approach settlement 4. Repair broken conduit splices 5. Replace approach bollards	M C B B B	16-Aug-22
Tukwila 21	Fort Dent Road	Fort Dent Road	1. Trim vegetation overhanging along sidewalk 2. Repair/replace wire cover plate at the NE approach 3. Post clearance at trail undercrossing under Span 3	C C C	18-Aug-22
Tukwila 22	Fort Dent Trail	Interurban trail	1. Trim overgrowing vegetation at approaches 2. Replace missing safety chains at corners of bridge 3. Replace popped bolts at diagonal bracing 4. Smooth out approach pathway at approach header 5. Rope access inspection	C M B B B	18-Aug-22
Tukwila 24	Klickitat Drive	Klickitat Drive	1. No repairs noted	NA	22-Apr-21
Tukwila 25	Tuk Urban Ped Bridge	Green River Trail	1. No repairs noted	NA	27-Oct-20
Tukwila 26	Riverton Creek Ped	Green River Trail	1. No repairs noted	NA	16-Aug-22
4001 (Kent-Tukwila Joint Ownership)	196-200th	196th Street	1. Repair joints and seals 2. Clean deck drains	B B	7-Apr-21

Bridge Average Daily Traffic (ADT)					
Bridge Number	Name	Year Built	Structure ID	ADT	Next ADT Reqd (5 yr Cycle)
Tukwila 01	Macadam Road	1997	08674200	3,600	2024
Tukwila 02	Frank Zepp	1968	08561400	36,000	2027
Tukwila 03	Lois T Newton	1973	08544400	18,900	2027
Tukwila 05	South-center Blvd	1994	0014269D	10,616	2023
Tukwila 06	Foster 56th Ave	1985	08166200	2,850	2024
Tukwila 07	51st Ave South	1996	08634500	4,600	2024
Tukwila 08	Grady Way	1986	08543600	26,000	2024
Tukwila 09	E Marginal Way	1989	08110200	13,000	2024
Tukwila 11	BAR Airport Way	1952	08001800	40,000	2024
Tukwila 12	BAR BNSF	1945	08002500	40,000	2027
Tukwila 13	Beacon Ave S	1971	7996800	550	2027
Tukwila 14	42nd Ave S	1949	08651500	10,300	2023
Tukwila 15	Pacific Hwy	2000	08651500	22,406	2027
Tukwila 21	Fort Dent Road	1975	08328300	1,150	2025
Tukwila 24	Klickitat	2012	08853600	14,024	2023
4001	196-200th	1998	08712100	17,406	2023

2010 - 2020 Bridges Maintenance and Repair History				
Bridge Number	Bridge Name	Year	Amount	Repair/Maintenance
Tukwila 2	Frank Zepp	2015	\$2.6M	Paint steel, deck overlay, replace deck joint, seismic protection
Tukwila 6	Foster 56th Ave S	1985	\$4.5K	Scour report and plan of action
Tukwila 8	Grady Way	2015	\$350K	Seismic protection
Tukwila 11	Boeing Access Road - Airport Way	2021	\$1.6M	Siesmic Retro Fit
Tukwila 12	Boeing Access Road BNRR	2019	\$10M	Siesmic Retrofit and deck repair
Tukwila 13	Beacon Ave South	2015	\$1.1M	Replace bridge deck and paint steel
Tukwila 14	42nd Avenue South	1994	*	Paint Truss
Tukwila 14	42nd Avenue South	2017	\$17K	42nd Ave S Bridge Structural Assessment
Tukwila 14	42nd Avenue South	2020	\$39K	In-depth inspection beyond the King County inspections
Tukwila 16	S 119th St	2015	\$100K	Paint and timber repair
Tukwila 18	Green River	2007	\$100K	Paint and timber repair
Tukwila 18	Green River	2008	\$126K	Paint and timber repair
4001	196th/200th	2019	\$500K	Approach Slab repair

\* Unable to verify cost as project cost data is typical kept for 6 years and project was performed before the City's current project tracking system



**King County**

**Road Services Division**

Department of Local Services  
201 South Jackson Street  
KSC-LS-0313  
Seattle, WA 98104-3856  
www.metrokc.gov/roads

December 7, 2022

Adam Cox, P.E.  
Transportation Project Manager  
6300 Southcenter Blvd., Suite 100  
Tukwila, WA 98188-2544

RE: Inspection of City of Tukwila Bridges

Dear Mr. Cox:

King County bridge engineers inspect the bridges owned by the City of Tukwila, in accordance with agreements between the City of Tukwila and King County Department of Local Services. The bridge inspections were conducted as follows:

Interim Inspection  
February 26, 2022      No. TUKxNx14, 42<sup>nd</sup> Ave South Bridge

Routine Inspections  
August 16, 2022      No. TUKxNx05, SC Blvd. Green River Bridge  
                                 No. TUKxNx15, Tukwila International Boulevard  
                                 No. TUKxNx18, Green River Ped & Utility Bridge  
                                 No. TUKxPx20, 180<sup>th</sup> Pedestrian Bridge  
                                 No. TUKxPx26, Riverton Creek Ped Bridge

August 18, 2022      No. TUKxPx19, Interurban Trail Bridge  
                                 No. TUKxNx21, Fort Dent Park Bridge  
                                 No. TUKxPx22, Fort Dent Trail Bridge  
                                 No. TUKxPx25, Tukwila Urban Center Ped Bridge

Enclosed are the reports from the bridge inspections and the actions we recommend you take to maintain the bridges. We submit the data in the report to Washington State Department of Transportation (WSDOT), in accordance with state and federal laws, to inform them of the bridge's condition and to assure them the bridge has been inspected on a timely basis. The information is incorporated into state and federal databases.

Adam Cox, P.E.  
December 7, 2022  
Page 2

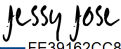
The bridge inspection report is divided into three main sections. The first section consists of three parts: the National Bridge Inspection Standards (NBIS) elements, Load Capacity Information, and Inspections Performed. The NBIS fields, which are numbered 1657 to 1687 are used for rating the components of the bridge. In general, the codes rate the components from eight (best) to one (worst); however, other rating scales apply to some of the fields in this first section. Explanations of these codes are found in the Washington State Bridge Inspection Manual (<https://www.wsdot.wa.gov/publications/manuals/fulltext/m36-64/BridgeInspection.pdf>).

The second section of the report, Bridge Management System (BMS) Elements, lists quantities and rates them, breaking down the condition of each component into categories that indicate how widespread a component is deteriorated. State 1 is best; State 4 is worst.

The third section consists of three parts: Notes, Repairs, and Inspection Resources Required. The Notes section is comprised of information that provides details of the numbered fields in the first two sections. Please note that any deficiencies listed in the “Repairs” section are prioritized between 1 - High priority, and 3 - Low priority. The Resources Required section indicates any special equipment or tools used to inspect the bridge.

I hope this letter helps you in reviewing these inspection reports. We recommend that the City of Tukwila bridges continue to be inspected on a 24-month schedule. Our next scheduled inspections of the City of Tukwila Bridges will be in spring 2023. Please call Margaret Germeaux at 206-477-3539 if you need any additional information. We appreciate assisting your city with bridge engineering and inspection services.

Sincerely,

DocuSigned by:  
  
FE39162CC8FA453...

Jessy Jose, P.E. for Larry Jamillo  
Larry Jaramillo, P.E.  
Managing Engineer  
Bridge and Structural Design Unit

LJ:MG:

Enclosures

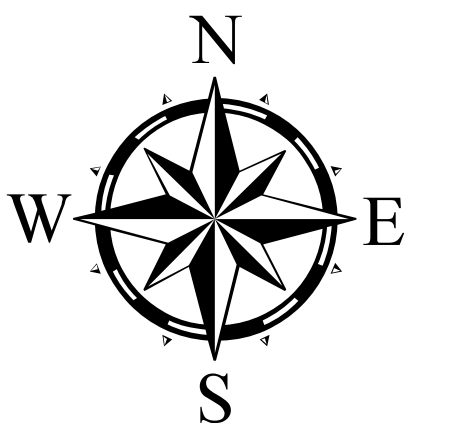
cc: Rey Sugui, Program Analyst, Road Services Division (RSD), Department of  
Local Services (DLS)  
Margaret Germeaux, Engineer III, Bridge and Construction Unit,  
RSD, DLS  
(w/ enclosures)





# City of Tukwila

## Bridges



Not to Scale

### NBIS Vehicle Bridges

- 1) Macadam Road
- 2) Frank Zapp Bridge (S 180th St)
- 3) Louis T. Newton Bridge (Strander Blvd)
- 4) Southcenter Green River Bridge
- 5) Foster 56th Ave S
- 6) 51st Ave S
- 7) East Marginal Way
- 8) Boeing Access Road Bridge over Airport Way
- 9) Boeing Access Road Bridge over BNSF
- 10) Beacon Ave S
- 11) 42nd Ave S
- 12) Pacific Highway/TIB
- 13) Fort Dent Park Bridge
- 14) Klickitat Drive

### Jointly Owned NBIS Vehicle Bridges

- 15) Grady Way (Renton)
- 16) S 196th St/S 200th St (Kent)

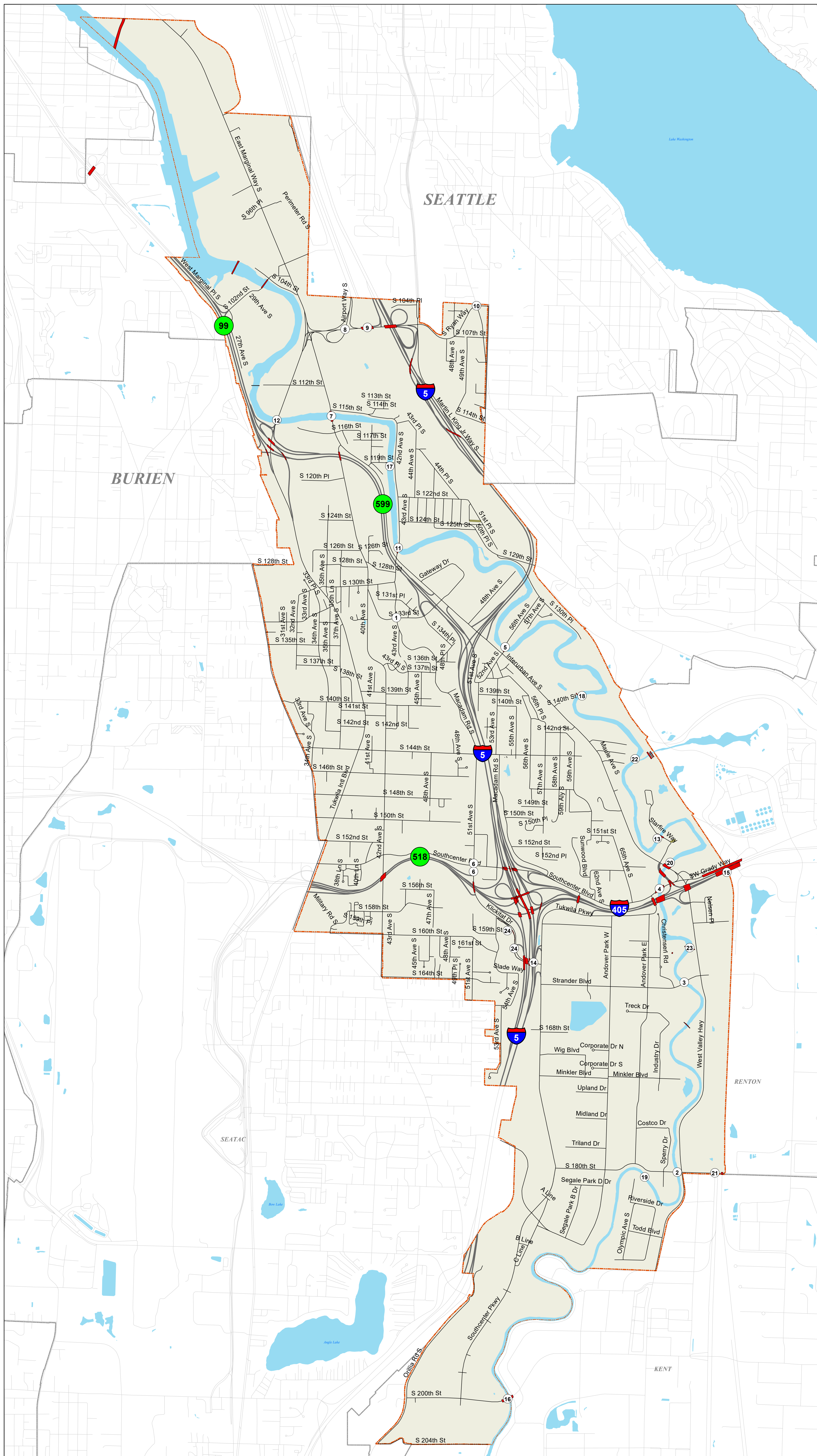
### Pedestrian Bridges

- 17) S 119th Pedestrian Bridge
- 18) Foster Golf Course Bridge
- 19) Green River Pedestrian and Utility Bridge
- 20) Interurban Trail Bridge
- 21) S 180th Pedestrian Bridge
- 22) Fort Dent Trail Bridge
- 23) TUC Pedestrian Bridge
- 24) Klickitat Elevated Walkway

### Vicinity Map



Disclaimer:  
The location of features and boundaries are approximate and are intended for reference only. Data is based on best information available.







# City Council Transportation & Infrastructure Services Committee – 2023 Work Plan

CIP Page	Description	QTR	Status
----------	-------------	-----	--------

## ***Residential Streets (103 Fund) Capital Projects***

<b>2.</b>	<b>S. 119<sup>th</sup> St. Bridge/42<sup>nd</sup> Avenue S. Raised Crosswalk and RRFB</b>		
	TIB Active Transportation Program Grant Award	1	Complete
	Design	2	
	Construction Management	3	
	Construction	3	
<b>3.</b>	<b>Neighborhood Traffic Calming Program</b>		
	Updates (Quarterly)	1-4	
	On-call engineering/design	2	
<b>4.</b>	<b>S. 152<sup>nd</sup> St. Safe Routes to School</b>		
	Updates	1, 3	
<b>5.</b>	<b>46<sup>th</sup> Ave S Safe Routes to School</b>		
	Design	2	

## ***Bridges & Arterial Streets (104 Fund) Capital Projects***

<b>9.</b>	<b>42<sup>nd</sup> Avenue S. Bridge Replacement</b>		
	Design	1,3	
<b>10.</b>	<b>Allentown Truck Reroute Project</b>		
	EIS Update (Quarterly)	1-4	
<b>11.</b>	<b>Green River Trail Improvements</b>		
	Construction Management	2	
	Construction	2	
<b>12.</b>	<b>Annual Overlay &amp; Repair Program</b>		
	Furnishing Signal Items	1	Complete
	2023 Construction Management	2	
	2023 Construction	2	
	2022 Closeout	3	
<b>13.</b>	<b>Annual Bridge Inspections &amp; Repairs</b>		
	2022 State of the Bridges Report	1	



## City Council Transportation & Infrastructure Services Committee – 2023 Work Plan

	2023 State of the Bridges Report	4	
<b>16.</b>	<b>Wetland &amp; Environmental Mitigation</b>		
	Consultant selection	2	
<b>17.</b>	<b>Transportation Element of Comprehensive Plan (2024 adoption)</b>		
	Outreach plan	1	Complete
	Grant award – Road Safety Plan	1	Complete
	Status update	3	
<b>19.</b>	<b>Southcenter Blvd/65<sup>th</sup> Ave S. Signal</b>		
	Design	2	

### *Water Enterprise Fund (401) Capital Projects*

<b>55.</b>	<b>S. 152<sup>nd</sup> St Waterline Extension &amp; Replacer</b>		
	Construction Management	2	
	Construction	2	

### *Sewer Enterprise Fund (402) Capital Projects*

<b>65.</b>	<b>Annual Sewer Repair Program</b>		
<b>67.</b>	<b>Sewer Lift Station No. 5 Rebuild</b>		
	Design	1	Complete

### *Surface Water (412) Capital Projects*

<b>76.</b>	<b>Annual Small Drainage Program</b>		
	2021 Closeout	1	Complete
	2023 Design	2	
	2022 Closeout	3	
	2023 Construction	3	
<b>77.</b>	<b>Stormwater Quality Retrofit Program</b>		
	Construction	3	
<b>78.</b>	<b>NPDES Program</b>		
	Annual Report	2	
<b>80.</b>	<b>Green the Green Program</b>		



## City Council Transportation & Infrastructure Services Committee – 2023 Work Plan

	Restoration Maintenance Amendment No. 2	1	Complete
	King County grant application	1	Complete
<b>81.</b>	<b>Gilliam Creek Fish Barrier Removal</b>		
	Updates	2,4	
<b>83.</b>	<b>Nelsen Side Channel</b>		
	RCO Salmon Recovery Fund Grant Award	1	Complete
	King County Conservation Futures Grant application	1	Complete
	King County Cooperative Watershed Management Grant app	1	Complete
	Land Acquisition	2	
	Update	4	
<b>84.</b>	<b>Surface Water Comprehensive Plan</b>		
	Updates	2, 4	
<b>85.</b>	<b>S. 131<sup>st</sup> PI Drainage Improvements</b>		
	Update	3	
<b>86.</b>	<b>Chinook Wind Public Access</b>		
	Construction management	2	
	Construction	2	
<b>87.</b>	<b>Chinook Wind Extension</b>		
	Open Spaces River Corridors Grant App	1	Complete
	Design	4	
<b>90.</b>	<b>Duwamish Riverbank Stabilization at S. 104<sup>th</sup> St</b>		
	Update	3	
<b>91.</b>	<b>Duwamish Hill Preserve Phase III</b>		
	Design	3	

### ***City Facilities (306 Fund) Projects***

	<b>Public Works Shops</b>		
	Monthly Updates	1-4	
	SCL Temporary Construction Permit renewal	1	Complete
	Phase 2 Test-to-Fit Results and cost estimates	1	
	Design contract	1	
	Ancillary contracts TBD		



## City Council Transportation & Infrastructure Services Committee – 2023 Work Plan

<b>Other</b>			
	Transportation Demand Management Program Funding Grant	1	Complete
	Discussion on RAISE Grant – Strander Blvd Extension Phase 3	1	Complete
	Composting Procurement Ordinance	1	
	Solid Waste Program Updates	3	
	Transportation Improvement Program Resolution	2	
	LSWFA Recycling Program Grant Application	2	
	LSWFA Recycling Program Grant Award	4	
	Community Van	2	
	WSDOT TDM Allocation (CTR) Funding	3	
	Opportunistic grant applications and awards	1-4	