



City of Tukwila Transportation and Infrastructure Services Committee

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

Distribution: 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
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AGENDA


MONDAY, NOVEMBER 6, 2023 – 5:30 PM
HYBRID MEETING – ONSITE AND VIRTUAL
DUWAMISH CONFERENCE ROOM, 6300 BUILDING, 2ND 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 439818817#

Item	Recommended Action	Page
1. PRESENTATIONS		
2. BUSINESS AGENDA		
a) PW Operations Campus: Phase 2 Update (B. Miles)	a) Forward to the 11/13 Committee of the Whole	Pg. 1
b) Department of Ecology 2023-2025 Biennial Stormwater Capacity Grants (C. de Boer)	b) Forward to the 11/13 Special Consent Agenda	Pg. 7
c) 35 th Ave S. Street Vacation Amendment Resolution Setting Public Hearing (G. Lerner)	c) Forward to the 11/13 Committee of the Whole and 12/4 Public Hearing	Pg. 29
d) Transportation Element of the Comprehensive Plan Supplemental Agreement (C. Knighton)	d) Forward to the 11/13 Special Consent Agenda	Pg. 91
e) Local Road Safety Plan Portion of the Transportation Element – Cnslt. Selection and Award (C. Knighton)	e) Forward to the 11/13 Special Consent Agenda	Pg. 105
f) Resolution to Surplus City Equipment for 2023 (C. Lee Gray)	f) Forward to the 11/13 Special Consent Agenda	Pg. 123
3. MISCELLANEOUS		

Next Scheduled Meeting: November 20, 2023


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



INFORMATIONAL MEMORANDUM

TO: Transportation and Infrastructure Committee

FROM: Brandon Miles, Business Relations Manager

CC: Mayor Ekberg

DATE: October 31, 2023

SUBJECT: Public Works Operations Campus Update

ISSUE

Staff will provide an update on the design of the Public Works Operations Campus.

BACKGROUND

In June of this year City Council authorized staff to move forward with the design of the Public Works Operations Campus. Staff has been working on a very aggressive timeline to deliver schematic design by the end of the year. The City is also using the GC/CM delivery method which means that a contractor is brought in as part of the design process. After receiving nearly a dozen responses to the City's RFQ, BNBuilders was the apparent selected contractor for the project.

DISCUSSION

Staff would like to provide an overview of the design of the campus. No action is needed as this time.

FINANCIAL IMPACT

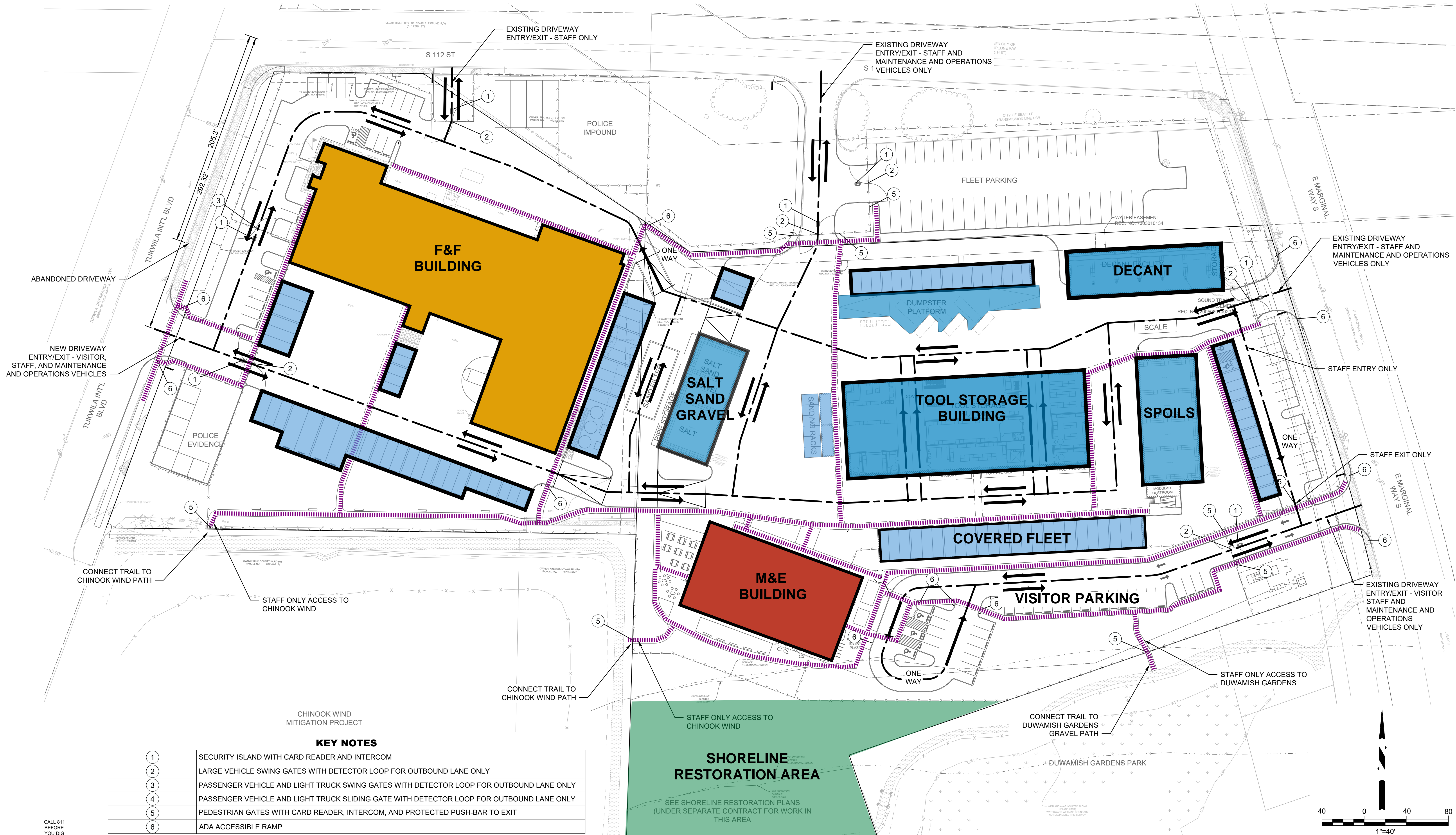
The City Council has already approved the funding for the design and pre-construction of the building and site.

RECOMMENDATION

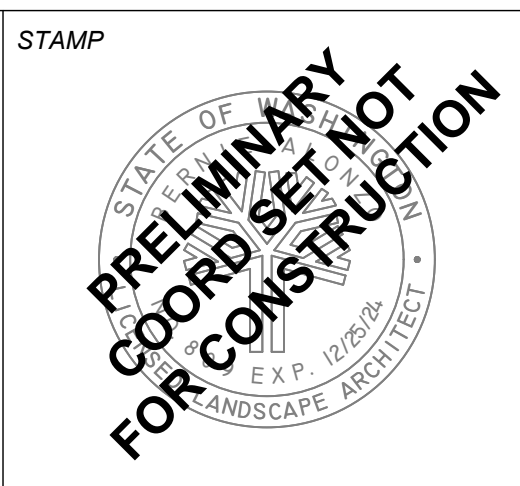
Discussion only. Forward to the November 13, 2023 Council meeting.

ATTACHMENTS

- Draft site plan, floor plan, and elevations.



ARCHITECT
Miller Hayashi Architects PLLC
 118 North 35th St. Suite 200
 Seattle, Washington 98103
 Tel: 206 634 0177
 Project #2219



CONSULTANT

HERRERA
 herrerainc.com
 HEC PROJECT #: 22-07903-001

BUILDING DEPARTMENT'S STAMP

City of Tukwila
**Tukwila Maintenance & Engineering
 East Campus Project**
 11210 Tukwila International Blvd
 Tukwila, WA 98168
 NOTE: DRAWING SET SCALED FOR 24x36 SHEET
 © MILLER HAYASHI ARCHITECTS PLLC

SKETCH TAG

REVISIONS

PHASE
**100% SCHEMATIC
 DESIGN SET**
 DATE
10/31/2023

SHEET TITLE
SITE ACCESS PLAN
 SHEET NO.
L-1.01



M&E Building - Floor Plan - Level 1

Tukwila Maintenance & Engineering East Campus Project

SCHEMATIC DESIGN

DRAFT 10/31/23

Miller Hayashi Architects



M&E Building - Floor Plan - Level 2

↓
VIEW TO
DUWAMISH
RIVER

Tukwila Maintenance & Engineering East Campus Project

SCHEMATIC DESIGN

DRAFT 10/31/23

Miller HayashiArchitects



M&E Building - Floor Plan - Level 3

↓
VIEW TO
DUWAMISH
RIVER

Tukwila Maintenance & Engineering East Campus Project
SCHEMATIC DESIGN
DRAFT 10/31/23

Miller Hayashi Architects



SOUTH ELEVATION



EAST ELEVATION



NORTH ELEVATION



WEST ELEVATION

Tukwila Maintenance & Engineering East Campus Project
 SCHEMATIC DESIGN
 DRAFT 10/31/23

Miller Hayashi Architects



INFORMATIONAL MEMORANDUM

TO: **Transportation and Infrastructure Services Committee**
 FROM: **Hari Ponnekanti, Public Works Director**
 BY: **Catrien de Boer, Public Works Analyst**
 CC: **Mayor Ekberg**
 DATE: **November 3rd, 2023**
 SUBJECT: **Department of Ecology 2023-2025 Biennial Stormwater Capacity Grants
 National Pollutant Discharge Elimination System (NPDES)
 Project Number: 99341210**

ISSUE

Accept a Department of Ecology Stormwater Capacity (SWCAP) program grant award for \$130,000 to assist our NPDES program fund activities and equipment necessary for permit implementation.

BACKGROUND

In September 2023, Staff applied to the SWCAP program to fund activities that improve water quality by reducing stormwater pollutants discharged into the Municipal Separate Storm Sewer System (MS4), the Green/Duwamish River and Puget Sound.

This is a non-competitive grant awarded to Phase I and Phase II NPDES municipal permittees and is awarded biennially.

DISCUSSION

The City of Tukwila was notified on September 27th, 2023, that we received the full grant award for \$130,000. The City has historically used this funding to supplement public outreach and education, staff training, identification and removal of illicit stormwater discharges, and equipment costs.

FINANCIAL IMPACT

The City has been awarded \$130,000 from the SWCAP program. There are no match requirements, and grant awards cover 100 percent of eligible costs up to the grant amount.

Cost Estimate

SWCAP Grant Award	\$130,000
Total	\$130,000

RECOMMENDATION

Council is being asked to accept a DOE 2023-2025 Stormwater Capacity program grant award for NPDES Permit activities in the amount of \$130,000 and consider this item on the Consent Agenda at the November 13th Special Meeting.

Attachment: NPDES CIP Page 78
Draft Agreement

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.

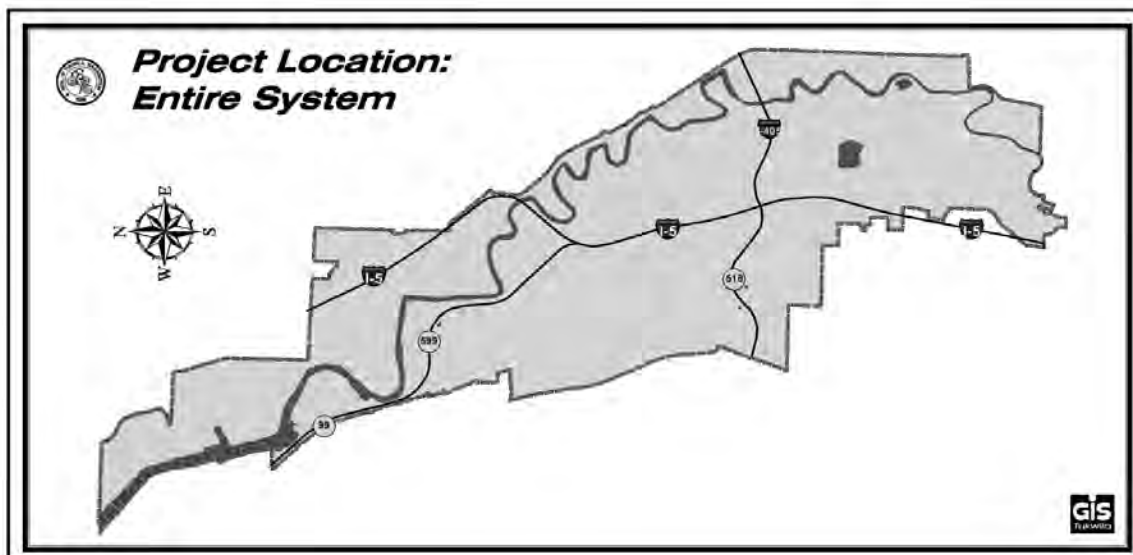
JUSTIFICATION: State NPDES requirements include an annual report, public education and outreach, illicit discharge detection and illumination, approved technical standards, staff training, inspections of public and private systems, and drainage system maps.

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		
EXPENSES											
Services/Supplies	50	50	60	60	60	60	65	65	65	535	
Const. Mgmt.										0	
Construction										0	
TOTAL EXPENSES	50	50	60	60	60	60	65	65	65	535	
FUND SOURCES											
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	
TOTAL SOURCES	50	50	60	60	60	60	65	65	65	535	





Agreement No. WQSWCAP-2325-Tukwil-00003

WATER QUALITY STORMWATER CAPACITY AGREEMENT

BETWEEN

THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY

AND

CITY OF TUKWILA

This is a binding Agreement entered into by and between the state of Washington, Department of Ecology, hereinafter referred to as “ECOLOGY,” and City of Tukwila, hereinafter referred to as the “RECIPIENT,” to carry out with the provided funds activities described herein.

GENERAL INFORMATION

Project Title:	2023-2025 Biennial Stormwater Capacity Grants
Total Cost:	\$130,000.00
Total Eligible Cost:	\$130,000.00
Ecology Share:	\$130,000.00
Recipient Share:	\$0.00
The Effective Date of this Agreement is:	07/01/2023
The Expiration Date of this Agreement is no later than:	03/31/2025
Project Type:	Capacity Grant

Project Short Description:

This project will assist Phase I and II Permittees in implementation or management of municipal stormwater programs.

Project Long Description:

N/A

Overall Goal:

This project will improve water quality in the State of Washington by reducing stormwater pollutants discharged to state water bodies.

Agreement No: WQSWCAP-2325-Tukwil-00003
 Project Title: 2023-2025 Biennial Stormwater Capacity Grants
 Recipient Name: City of Tukwila

RECIPIENT INFORMATION

Organization Name: City of Tukwila

Federal Tax ID: 91-6001519
 UEI Number: UEQNMC26C8T3

Mailing Address: 6300 Southcenter Blvd
 Tukwila, WA 98188

Organization Email: catrien.deboer@tukwilawa.gov
 Organization Fax: (206) 433-0179

Contacts

<p>Project Manager</p>	<p>Russell Betteridge npdes coordinator</p> <p>6300 Southcenter Blvd, Suite 100 Tukwila, Washington 98188-2544 Email: russell.betteridge@tukwilawa.gov Phone: (206) 433-7195</p>
<p>Billing Contact</p>	<p>Catrien de Boer Public Works Grants Analyst</p> <p>6300 Southcenter Blvd, Suite 100 Tukwila, Washington 98188 Email: catrien.deboer@tukwilawa.gov Phone: (206) 431-2445</p>
<p>Authorized Signatory</p>	<p>Allan Ekberg Mayor</p> <p>6200 Southcenter Blvd Tukwila, Washington 98188 Email: allan.ekberg@tukwilawa.gov Phone: (206) 433-1850</p>

Agreement No: WQSWCAP-2325-Tukwil-00003
Project Title: 2023-2025 Biennial Stormwater Capacity Grants
Recipient Name: City of Tukwila

ECOLOGY INFORMATION

Mailing Address: Department of Ecology
Water Quality
PO BOX 47600
Olympia, WA 98504-7600

Physical Address: Water Quality
300 Desmond Drive SE
Lacey, WA 98503

Contacts

Project Manager	<p>Kyle Graunke</p> <p>PO Box 47600 Olympia, Washington 98504-7600 Email: kygr461@ecy.wa.gov Phone: (360) 628-3890</p>
Financial Manager	<p>Kyle Graunke</p> <p>PO Box 47600 Olympia, Washington 98504-7600 Email: kygr461@ecy.wa.gov Phone: (360) 628-3890</p>

Agreement No: WQSWCAP-2325-Tukwil-00003
 Project Title: 2023-2025 Biennial Stormwater Capacity Grants
 Recipient Name: City of Tukwila

SCOPE OF WORK

Task Number: 1 **Task Cost:** \$5,000.00

Task Title: Project Administration/Management

Task Description:

A. The RECIPIENT shall carry out all work necessary to meet ECOLOGY grant or loan administration requirements. Responsibilities include, but are not limited to: Maintenance of project records; submittal of requests for reimbursement and corresponding backup documentation; progress reports; and the EAGL (Ecology Administration of Grants and Loans) recipient closeout report (including photos, if applicable). In the event that the RECIPIENT elects to use a contractor to complete project elements, the RECIPIENT shall retain responsibility for the oversight and management of this funding agreement.

B. The RECIPIENT shall keep documentation that demonstrates the project is in compliance with applicable procurement, contracting, and interlocal agreement requirements; permitting requirements, including application for, receipt of, and compliance with all required permits, licenses, easements, or property rights necessary for the project; and submittal of required performance items. This documentation shall be available upon request.

C. The RECIPIENT shall maintain effective communication with ECOLOGY and maintain up-to-date staff contact information in the EAGL system. The RECIPIENT shall carry out this project in accordance with any completion dates outlined in this agreement.

Task Goal Statement:

Properly managed and fully documented project that meets ECOLOGY's grant and loan administrative requirements.

Task Expected Outcome:

- * Timely and complete submittal of requests for reimbursement, quarterly progress reports, and Recipient Closeout Report.
- * Properly maintained project documentation.

Recipient Task Coordinator: Russell Betteridge

Project Administration/Management

Deliverables

Number	Description	Due Date
1.1	Progress Reports that include descriptions of work accomplished, project challenges or changes in the project schedule. Submitted at least quarterly.	
1.2	Recipient Closeout Report (EAGL Form).	

Agreement No: WQSWCAP-2325-Tukwil-00003
Project Title: 2023-2025 Biennial Stormwater Capacity Grants
Recipient Name: City of Tukwila

SCOPE OF WORK

Task Number: 2 **Task Cost:** \$125,000.00

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 use funds to attain compliance where applicable. The following is a list of elements projects 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 (Total Maximum Daily Load (TMDL)). Note that any monitoring funded by this program requires submittal of a Quality Assurance Project Plan (QAPP) that ECOLOGY approves prior to awarding funding for monitoring. Monitoring must directly meet a Phase I or II permit requirement.
- 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 \$5,000.00 must be pre-approved by ECOLOGY.

Documentation of all tasks completed is required. Documentation may include field reports, dates and number of inspections

Agreement No: WQSWCAP-2325-Tukwil-00003
 Project Title: 2023-2025 Biennial Stormwater Capacity Grants
 Recipient Name: City of Tukwila

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.

Ineligible expenses include capital construction projects, incentives or give-a-ways, grant application preparation, Technology Assessment Protocol - Ecology (TAPE) review for proprietary treatment systems, or tasks that do not support Municipal Stormwater Permit implementation.

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.

Recipient Task Coordinator: Russell Betteridge

Permit Implementation

Deliverables

Number	Description	Due Date
2.1	Documentation of tasks completed	

Agreement No: WQSWCAP-2325-Tukwil-00003
 Project Title: 2023-2025 Biennial Stormwater Capacity Grants
 Recipient Name: City of Tukwila

BUDGET

Funding Distribution EG240336

NOTE: *The above funding distribution number is used to identify this specific agreement and budget on payment remittances and may be referenced on other communications from ECOLOGY. Your agreement may have multiple funding distribution numbers to identify each budget.*

Funding Title: 2023-25 Stormwater Capacity Grant Funding Type: Grant
 Funding Effective Date: 07/01/2023 Funding Expiration Date: 03/31/2025

Funding Source:

Title: Model Toxics Control Stormwater Account (MTCSA)
 Fund: FD
 Type: State
 Funding Source %: 100%
 Description: MTCSA

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

2023-25 Stormwater Capacity Grant	Task Total
Grant and Loan Administration	\$ 5,000.00
Permit Implementation	\$ 125,000.00

Total: \$ 130,000.00

Agreement No: WQSWCAP-2325-Tukwil-00003
 Project Title: 2023-2025 Biennial Stormwater Capacity Grants
 Recipient Name: City of Tukwila

Funding Distribution Summary

Recipient / Ecology Share

Funding Distribution Name	Recipient Match %	Recipient Share	Ecology Share	Total
2023-25 Stormwater Capacity Grant	0.00 %	\$ 0.00	\$ 130,000.00	\$ 130,000.00
Total		\$ 0.00	\$ 130,000.00	\$ 130,000.00

AGREEMENT SPECIFIC TERMS AND CONDITIONS

N/A

SPECIAL TERMS AND CONDITIONS

GENERAL FEDERAL CONDITIONS

If a portion or all of the funds for this agreement are provided through federal funding sources or this agreement is used to match a federal grant award, the following terms and conditions apply to you.

A. CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY

EXCLUSION:

1. The RECIPIENT/CONTRACTOR, by signing this agreement, certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If the RECIPIENT/CONTRACTOR is unable to certify to the statements contained in the certification, they must provide an explanation as to why they cannot.
2. The RECIPIENT/CONTRACTOR shall provide immediate written notice to ECOLOGY if at any time the RECIPIENT/CONTRACTOR learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact ECOLOGY for assistance in obtaining a copy of those regulations.
4. The RECIPIENT/CONTRACTOR agrees it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable Code of Federal Regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
5. The RECIPIENT/CONTRACTOR further agrees by signing this agreement, that it will include this clause titled "CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. Pursuant to 2CFR180.330, the RECIPIENT/CONTRACTOR is responsible for ensuring that any lower tier covered transaction complies with certification of suspension and debarment requirements.

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Project Title: 2023-2025 Biennial Stormwater Capacity Grants
Recipient Name: City of Tukwila

7. RECIPIENT/CONTRACTOR acknowledges that failing to disclose the information required in the Code of Federal Regulations may result in the delay or negation of this funding agreement, or pursuance of legal remedies, including suspension and debarment.
8. RECIPIENT/CONTRACTOR agrees to keep proof in its agreement file, that it, and all lower tier recipients or contractors, are not suspended or debarred, and will make this proof available to ECOLOGY before requests for reimbursements will be approved for payment. RECIPIENT/CONTRACTOR must run a search in <http://www.sam.gov> and print a copy of completed searches to document proof of compliance.

B. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) REPORTING REQUIREMENTS:

CONTRACTOR/RECIPIENT must complete the FFATA Data Collection Form (ECY 070-395) and return it with the signed agreement to ECOLOGY.

Any CONTRACTOR/RECIPIENT that meets each of the criteria below must report compensation for its five top executives using the FFATA Data Collection Form.

- Receives more than \$30,000 in federal funds under this award.
- Receives more than 80 percent of its annual gross revenues from federal funds.
- Receives more than \$25,000,000 in annual federal funds.

Ecology will not pay any invoices until it has received a completed and signed FFATA Data Collection Form. Ecology is required to report the FFATA information for federally funded agreements, including the required Unique Entity Identifier in www.sam.gov <http://www.sam.gov> within 30 days of agreement signature. The FFATA information will be available to the public at www.usaspending.gov <http://www.usaspending.gov>.

For more details on FFATA requirements, see www.fsr.gov <http://www.fsr.gov>.

C. FEDERAL FUNDING PROHIBITION ON CERTAIN TELECOMMUNICATIONS OR VIDEO SURVEILLANCE SERVICES OR EQUIPMENT:

As required by 2 CFR 200.216, federal grant or loan recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

1. Procure or obtain;
2. Extend or renew a contract to procure or obtain; or
3. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment, video surveillance services or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in [Public Law 115-232](https://www.govinfo.gov/content/pkg/PLAW-115publ232/pdf/PLAW-115publ232.pdf) <https://www.govinfo.gov/content/pkg/PLAW-115publ232/pdf/PLAW-115publ232.pdf>, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

Recipients, subrecipients, and borrowers also may not use federal funds to purchase certain prohibited equipment, systems, or services, including equipment, systems, or services produced or provided by entities identified in section 889, are recorded in the [System for Award Management \(SAM\)](https://sam.gov/SAM) <https://sam.gov/SAM> exclusion list.

Agreement No: WQSWCAP-2325-Tukwil-00003
Project Title: 2023-2025 Biennial Stormwater Capacity Grants
Recipient Name: City of Tukwila

DRAFT

Agreement No: WQSWCAP-2325-Tukwil-00003
Project Title: 2023-2025 Biennial Stormwater Capacity Grants
Recipient Name: City of Tukwila

GENERAL TERMS AND CONDITIONS

Pertaining to Grant and Loan Agreements With the state of Washington, Department of Ecology

GENERAL TERMS AND CONDITIONS

For DEPARTMENT OF ECOLOGY GRANTS and LOANS

07/01/2023 Version

1. ADMINISTRATIVE REQUIREMENTS

- a) RECIPIENT shall follow the "Administrative Requirements for Recipients of Ecology Grants and Loans – EAGL Edition." (<https://fortress.wa.gov/ecy/publications/SummaryPages/2301002.html>)
- b) RECIPIENT shall complete all activities funded by this Agreement and be fully responsible for the proper management of all funds and resources made available under this Agreement.
- c) RECIPIENT agrees to take complete responsibility for all actions taken under this Agreement, including ensuring all subgrantees and contractors comply with the terms and conditions of this Agreement. ECOLOGY reserves the right to request proof of compliance by subgrantees and contractors.
- d) RECIPIENT's activities under this Agreement shall be subject to the review and approval by ECOLOGY for the extent and character of all work and services.

2. AMENDMENTS AND MODIFICATIONS

This Agreement may be altered, amended, or waived only by a written amendment executed by both parties. No subsequent modification(s) or amendment(s) of this Agreement will be of any force or effect unless in writing and signed by authorized representatives of both parties. ECOLOGY and the RECIPIENT may change their respective staff contacts and administrative information without the concurrence of either party.

3. ACCESSIBILITY REQUIREMENTS FOR COVERED TECHNOLOGY

The RECIPIENT must comply with the Washington State Office of the Chief Information Officer, OCIO Policy no. 188, Accessibility (<https://ocio.wa.gov/policy/accessibility>) as it relates to "covered technology." This requirement applies to all products supplied under the Agreement, providing equal access to information technology by individuals with disabilities, including and not limited to web sites/pages, web-based applications, software systems, video and audio content, and electronic documents intended for publishing on Ecology's public web site.

4. ARCHAEOLOGICAL AND CULTURAL RESOURCES

RECIPIENT shall take all reasonable action to avoid, minimize, or mitigate adverse effects to archaeological and historic archaeological sites, historic buildings/structures, traditional cultural places, sacred sites, or other cultural resources, hereby referred to as Cultural Resources.

The RECIPIENT must agree to hold harmless ECOLOGY in relation to any claim related to Cultural Resources discovered, disturbed, or damaged due to the RECIPIENT's project funded under this Agreement.

RECIPIENT shall:

- a) Contact the ECOLOGY Program issuing the grant or loan to discuss any Cultural Resources requirements for their project:
 - Cultural Resource Consultation and Review should be initiated early in the project planning process and must be completed prior to expenditure of Agreement funds as required by applicable State and Federal requirements.
 - * For state funded construction, demolition, or land acquisitions, comply with Governor Executive Order 21-02, Archaeological and Cultural Resources.
 - For projects with any federal involvement, comply with the National Historic Preservation Act of 1966 (Section 106).

Agreement No: WQSWCAP-2325-Tukwil-00003
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Recipient Name: City of Tukwila

b) If required by the ECOLOGY Program, submit an Inadvertent Discovery Plan (IDP) to ECOLOGY prior to implementing any project that involves field activities. ECOLOGY will provide the IDP form.

RECIPIENT shall:

- Keep the IDP at the project site.
 - Make the IDP readily available to anyone working at the project site.
 - Discuss the IDP with staff, volunteers, and contractors working at the project site.
 - Implement the IDP when Cultural Resources or human remains are found at the project site.
- c) If any Cultural Resources are found while conducting work under this Agreement, follow the protocol outlined in the project IDP.
- Immediately stop work and notify the ECOLOGY Program, who will notify the Department of Archaeology and Historic Preservation at (360) 586-3065, any affected Tribe, and the local government.
- d) If any human remains are found while conducting work under this Agreement, follow the protocol outlined in the project IDP.
- Immediately stop work and notify the local Law Enforcement Agency or Medical Examiner/Coroner's Office, the Department of Archaeology and Historic Preservation at (360) 790-1633, and then the ECOLOGY Program.
- e) Comply with RCW 27.53, RCW 27.44, and RCW 68.50.645, and all other applicable local, state, and federal laws protecting Cultural Resources and human remains.

5. ASSIGNMENT

No right or claim of the RECIPIENT arising under this Agreement shall be transferred or assigned by the RECIPIENT.

6. COMMUNICATION

RECIPIENT shall make every effort to maintain effective communications with the RECIPIENT's designees, ECOLOGY, all affected local, state, or federal jurisdictions, and any interested individuals or groups.

7. COMPENSATION

- a) Any work performed prior to effective date of this Agreement will be at the sole expense and risk of the RECIPIENT. ECOLOGY must sign the Agreement before any payment requests can be submitted.
- b) Payments will be made on a reimbursable basis for approved and completed work as specified in this Agreement.
- c) RECIPIENT is responsible to determine if costs are eligible. Any questions regarding eligibility should be clarified with ECOLOGY prior to incurring costs. Costs that are conditionally eligible require approval by ECOLOGY prior to expenditure.
- d) RECIPIENT shall not invoice more than once per month unless agreed on by ECOLOGY.
- e) ECOLOGY will not process payment requests without the proper reimbursement forms, Progress Report and supporting documentation. ECOLOGY will provide instructions for submitting payment requests.
- f) ECOLOGY will pay the RECIPIENT thirty (30) days after receipt of a properly completed request for payment.
- g) RECIPIENT will receive payment through Washington State's Office of Financial Management's Statewide Payee Desk. To receive payment you must register as a statewide vendor by submitting a statewide vendor registration form and an IRS W-9 form at website, <https://ofm.wa.gov/it-systems/statewide-vendorpayee-services>. If you have questions about the vendor registration process, you can contact Statewide Payee Help Desk at (360) 407-8180 or email PayeeRegistration@ofm.wa.gov.
- h) ECOLOGY may, at its sole discretion, withhold payments claimed by the RECIPIENT if the RECIPIENT fails to satisfactorily comply with any term or condition of this Agreement.
- i) Monies withheld by ECOLOGY may be paid to the RECIPIENT when the work described herein, or a portion thereof, has been completed if, at ECOLOGY's sole discretion, such payment is reasonable and approved according to this Agreement, as appropriate, or upon completion of an audit as specified herein.
- j) RECIPIENT must submit within thirty (30) days after the expiration date of this Agreement, all financial, performance, and

Agreement No: WQSWCAP-2325-Tukwil-00003
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other reports required by this Agreement. Failure to comply may result in delayed reimbursement.

8. COMPLIANCE WITH ALL LAWS

RECIPIENT agrees to comply fully with all applicable federal, state and local laws, orders, regulations, and permits related to this Agreement, including but not limited to:

- a) RECIPIENT agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington which affect wages and job safety.
- b) RECIPIENT agrees to be bound by all applicable federal and state laws, regulations, and policies against discrimination.
- c) RECIPIENT certifies full compliance with all applicable state industrial insurance requirements.
- d) RECIPIENT agrees to secure and provide assurance to ECOLOGY that all the necessary approvals and permits required by authorities having jurisdiction over the project are obtained. RECIPIENT must include time in their project timeline for the permit and approval processes.

ECOLOGY shall have the right to immediately terminate for cause this Agreement as provided herein if the RECIPIENT fails to comply with above requirements.

If any provision of this Agreement violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

9. CONFLICT OF INTEREST

RECIPIENT and ECOLOGY agree that any officer, member, agent, or employee, who exercises any function or responsibility in the review, approval, or carrying out of this Agreement, shall not have any personal or financial interest, direct or indirect, nor affect the interest of any corporation, partnership, or association in which he/she is a part, in this Agreement or the proceeds thereof.

10. CONTRACTING FOR GOODS AND SERVICES

RECIPIENT may contract to buy goods or services related to its performance under this Agreement. RECIPIENT shall award all contracts for construction, purchase of goods, equipment, services, and professional architectural and engineering services through a competitive process, if required by State law. RECIPIENT is required to follow procurement procedures that ensure legal, fair, and open competition.

RECIPIENT must have a standard procurement process or follow current state procurement procedures. RECIPIENT may be required to provide written certification that they have followed their standard procurement procedures and applicable state law in awarding contracts under this Agreement.

ECOLOGY reserves the right to inspect and request copies of all procurement documentation, and review procurement practices related to this Agreement. Any costs incurred as a result of procurement practices not in compliance with state procurement law or the RECIPIENT's normal procedures may be disallowed at ECOLOGY's sole discretion.

11. DISPUTES

When there is a dispute with regard to the extent and character of the work, or any other matter related to this Agreement the determination of ECOLOGY will govern, although the RECIPIENT shall have the right to appeal decisions as provided for below:

- a) RECIPIENT notifies the funding program of an appeal request.
- b) Appeal request must be in writing and state the disputed issue(s).
- c) RECIPIENT has the opportunity to be heard and offer evidence in support of its appeal.
- d) ECOLOGY reviews the RECIPIENT's appeal.
- e) ECOLOGY sends a written answer within ten (10) business days, unless more time is needed, after concluding the review. The decision of ECOLOGY from an appeal will be final and conclusive, unless within thirty (30) days from the date of such

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decision, the RECIPIENT furnishes to the Director of ECOLOGY a written appeal. The decision of the Director or duly authorized representative will be final and conclusive.

The parties agree that this dispute process will precede any action in a judicial or quasi-judicial tribunal.

Appeals of the Director's decision will be brought in the Superior Court of Thurston County. Review of the Director's decision will not be taken to Environmental and Land Use Hearings Office.

Pending final decision of a dispute, the RECIPIENT agrees to proceed diligently with the performance of this Agreement and in accordance with the decision rendered.

Nothing in this Agreement will be construed to limit the parties' choice of another mutually acceptable method, in addition to the dispute resolution procedure outlined above.

12. ENVIRONMENTAL DATA STANDARDS

a) RECIPIENT shall prepare a Quality Assurance Project Plan (QAPP) for a project that collects or uses environmental measurement data. RECIPIENTS unsure about whether a QAPP is required for their project shall contact the ECOLOGY Program issuing the grant or loan. If a QAPP is required, the RECIPIENT shall:

- Use ECOLOGY's QAPP Template/Checklist provided by the ECOLOGY, unless ECOLOGY Quality Assurance (QA) officer or the Program QA coordinator instructs otherwise.
- Follow ECOLOGY's Guidelines for Preparing Quality Assurance Project Plans for Environmental Studies, July 2004 (Ecology Publication No. 04-03-030).
- Submit the QAPP to ECOLOGY for review and approval before the start of the work.

b) RECIPIENT shall submit environmental data that was collected on a project to ECOLOGY using the Environmental Information Management system (EIM), unless the ECOLOGY Program instructs otherwise. The RECIPIENT must confirm with ECOLOGY that complete and correct data was successfully loaded into EIM, find instructions at:

<http://www.ecy.wa.gov/eim>.

c) RECIPIENT shall follow ECOLOGY's data standards when Geographic Information System (GIS) data is collected and processed. Guidelines for Creating and Accessing GIS Data are available at:

<https://ecology.wa.gov/Research-Data/Data-resources/Geographic-Information-Systems-GIS/Standards>. RECIPIENT, when requested by ECOLOGY, shall provide copies to ECOLOGY of all final GIS data layers, imagery, related tables, raw data collection files, map products, and all metadata and project documentation.

13. GOVERNING LAW

This Agreement will be governed by the laws of the State of Washington, and the venue of any action brought hereunder will be in the Superior Court of Thurston County.

14. INDEMNIFICATION

ECOLOGY will in no way be held responsible for payment of salaries, consultant's fees, and other costs related to the project described herein, except as provided in the Scope of Work.

To the extent that the Constitution and laws of the State of Washington permit, each party will indemnify and hold the other harmless from and against any liability for any or all injuries to persons or property arising from the negligent act or omission of that party or that party's agents or employees arising out of this Agreement.

15. INDEPENDENT STATUS

The employees, volunteers, or agents of each party who are engaged in the performance of this Agreement will continue to be employees, volunteers, or agents of that party and will not for any purpose be employees, volunteers, or agents of the other party.

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16. KICKBACKS

RECIPIENT is prohibited from inducing by any means any person employed or otherwise involved in this Agreement to give up any part of the compensation to which he/she is otherwise entitled to or receive any fee, commission, or gift in return for award of a subcontract hereunder.

17. MINORITY AND WOMEN'S BUSINESS ENTERPRISES (MWBE)

RECIPIENT is encouraged to solicit and recruit, to the extent possible, certified minority-owned (MBE) and women-owned (WBE) businesses in purchases and contracts initiated under this Agreement.

Contract awards or rejections cannot be made based on MWBE participation; however, the RECIPIENT is encouraged to take the following actions, when possible, in any procurement under this Agreement:

- a) Include qualified minority and women's businesses on solicitation lists whenever they are potential sources of goods or services.
- b) Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses.
- c) Establish delivery schedules, where work requirements permit, which will encourage participation of qualified minority and women's businesses.
- d) Use the services and assistance of the Washington State Office of Minority and Women's Business Enterprises (OMWBE) (866-208-1064) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.

18. ORDER OF PRECEDENCE

In the event of inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: (a) applicable federal and state statutes and regulations; (b) The Agreement; (c) Scope of Work; (d) Special Terms and Conditions; (e) Any provisions or terms incorporated herein by reference, including the "Administrative Requirements for Recipients of Ecology Grants and Loans"; (f) Ecology Funding Program Guidelines; and (g) General Terms and Conditions.

19. PRESENTATION AND PROMOTIONAL MATERIALS

ECOLOGY reserves the right to approve RECIPIENT's communication documents and materials related to the fulfillment of this Agreement:

- a) If requested, RECIPIENT shall provide a draft copy to ECOLOGY for review and approval ten (10) business days prior to production and distribution.
- b) RECIPIENT shall include time for ECOLOGY's review and approval process in their project timeline.
- c) If requested, RECIPIENT shall provide ECOLOGY two (2) final copies and an electronic copy of any tangible products developed.

Copies include any printed materials, and all tangible products developed such as brochures, manuals, pamphlets, videos, audio tapes, CDs, curriculum, posters, media announcements, or gadgets with a message, such as a refrigerator magnet, and any online communications, such as web pages, blogs, and twitter campaigns. If it is not practical to provide a copy, then the RECIPIENT shall provide a description (photographs, drawings, printouts, etc.) that best represents the item.

Any communications intended for public distribution that uses ECOLOGY's logo shall comply with ECOLOGY's graphic requirements and any additional requirements specified in this Agreement. Before the use of ECOLOGY's logo contact ECOLOGY for guidelines.

RECIPIENT shall acknowledge in the communications that funding was provided by ECOLOGY.

20. PROGRESS REPORTING

- a) RECIPIENT must satisfactorily demonstrate the timely use of funds by submitting payment requests and progress reports to

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ECOLOGY. ECOLOGY reserves the right to amend or terminate this Agreement if the RECIPIENT does not document timely use of funds.

- b) RECIPIENT must submit a progress report with each payment request. Payment requests will not be processed without a progress report. ECOLOGY will define the elements and frequency of progress reports.
- c) RECIPIENT shall use ECOLOGY's provided progress report format.
- d) Quarterly progress reports will cover the periods from January 1 through March 31, April 1 through June 30, July 1 through September 30, and October 1 through December 31. Reports shall be submitted within thirty (30) days after the end of the quarter being reported.
- e) RECIPIENT must submit within thirty (30) days of the expiration date of the project, unless an extension has been approved by ECOLOGY, all financial, performance, and other reports required by the Agreement and funding program guidelines. RECIPIENT shall use the ECOLOGY provided closeout report format.

21. PROPERTY RIGHTS

- a) Copyrights and Patents. When the RECIPIENT creates any copyrightable materials or invents any patentable property under this Agreement, the RECIPIENT may copyright or patent the same but ECOLOGY retains a royalty free, nonexclusive, and irrevocable license to reproduce, publish, recover, or otherwise use the material(s) or property, and to authorize others to use the same for federal, state, or local government purposes.
- b) Publications. When the RECIPIENT or persons employed by the RECIPIENT use or publish ECOLOGY information; present papers, lectures, or seminars involving information supplied by ECOLOGY; or use logos, reports, maps, or other data in printed reports, signs, brochures, pamphlets, etc., appropriate credit shall be given to ECOLOGY.
- c) Presentation and Promotional Materials. ECOLOGY shall have the right to use or reproduce any printed or graphic materials produced in fulfillment of this Agreement, in any manner ECOLOGY deems appropriate. ECOLOGY shall acknowledge the RECIPIENT as the sole copyright owner in every use or reproduction of the materials.
- d) Tangible Property Rights. ECOLOGY's current edition of "Administrative Requirements for Recipients of Ecology Grants and Loans," shall control the use and disposition of all real and personal property purchased wholly or in part with funds furnished by ECOLOGY in the absence of state and federal statutes, regulations, or policies to the contrary, or upon specific instructions with respect thereto in this Agreement.
- e) Personal Property Furnished by ECOLOGY. When ECOLOGY provides personal property directly to the RECIPIENT for use in performance of the project, it shall be returned to ECOLOGY prior to final payment by ECOLOGY. If said property is lost, stolen, or damaged while in the RECIPIENT's possession, then ECOLOGY shall be reimbursed in cash or by setoff by the RECIPIENT for the fair market value of such property.
- f) Acquisition Projects. The following provisions shall apply if the project covered by this Agreement includes funds for the acquisition of land or facilities:
 - 1. RECIPIENT shall establish that the cost is fair value and reasonable prior to disbursement of funds provided for in this Agreement.
 - 2. RECIPIENT shall provide satisfactory evidence of title or ability to acquire title for each parcel prior to disbursement of funds provided by this Agreement. Such evidence may include title insurance policies, Torrens certificates, or abstracts, and attorney's opinions establishing that the land is free from any impediment, lien, or claim which would impair the uses intended by this Agreement.
- g) Conversions. Regardless of the Agreement expiration date, the RECIPIENT shall not at any time convert any equipment, property, or facility acquired or developed under this Agreement to uses other than those for which assistance was originally approved without prior written approval of ECOLOGY. Such approval may be conditioned upon payment to ECOLOGY of that portion of the proceeds of the sale, lease, or other conversion or encumbrance which monies granted pursuant to this Agreement bear to the total acquisition, purchase, or construction costs of such property.

22. RECORDS, AUDITS, AND INSPECTIONS

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Recipient Name: City of Tukwila

RECIPIENT shall maintain complete program and financial records relating to this Agreement, including any engineering documentation and field inspection reports of all construction work accomplished.

All records shall:

- a) Be kept in a manner which provides an audit trail for all expenditures.
 - b) Be kept in a common file to facilitate audits and inspections.
 - c) Clearly indicate total receipts and expenditures related to this Agreement.
 - d) Be open for audit or inspection by ECOLOGY, or by any duly authorized audit representative of the State of Washington, for a period of at least three (3) years after the final grant payment or loan repayment, or any dispute resolution hereunder.
- RECIPIENT shall provide clarification and make necessary adjustments if any audits or inspections identify discrepancies in the records.

ECOLOGY reserves the right to audit, or have a designated third party audit, applicable records to ensure that the state has been properly invoiced. Any remedies and penalties allowed by law to recover monies determined owed will be enforced. Repetitive instances of incorrect invoicing or inadequate records may be considered cause for termination.

All work performed under this Agreement and any property and equipment purchased shall be made available to ECOLOGY and to any authorized state, federal or local representative for inspection at any time during the course of this Agreement and for at least three (3) years following grant or loan termination or dispute resolution hereunder.

RECIPIENT shall provide right of access to ECOLOGY, or any other authorized representative, at all reasonable times, in order to monitor and evaluate performance, compliance, and any other conditions under this Agreement.

23. RECOVERY OF FUNDS

The right of the RECIPIENT to retain monies received as reimbursement payments is contingent upon satisfactory performance of this Agreement and completion of the work described in the Scope of Work.

All payments to the RECIPIENT are subject to approval and audit by ECOLOGY, and any unauthorized expenditure(s) or unallowable cost charged to this Agreement shall be refunded to ECOLOGY by the RECIPIENT.

RECIPIENT shall refund to ECOLOGY the full amount of any erroneous payment or overpayment under this Agreement.

RECIPIENT shall refund by check payable to ECOLOGY the amount of any such reduction of payments or repayments within thirty (30) days of a written notice. Interest will accrue at the rate of twelve percent (12%) per year from the time ECOLOGY demands repayment of funds.

Any property acquired under this Agreement, at the option of ECOLOGY, may become ECOLOGY's property and the RECIPIENT's liability to repay monies will be reduced by an amount reflecting the fair value of such property.

24. SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, and to this end the provisions of this Agreement are declared to be severable.

25. STATE ENVIRONMENTAL POLICY ACT (SEPA)

RECIPIENT must demonstrate to ECOLOGY's satisfaction that compliance with the requirements of the State Environmental Policy Act (Chapter 43.21C RCW and Chapter 197-11 WAC) have been or will be met. Any reimbursements are subject to this provision.

26. SUSPENSION

When in the best interest of ECOLOGY, ECOLOGY may at any time, and without cause, suspend this Agreement or any portion thereof for a temporary period by written notice from ECOLOGY to the RECIPIENT. RECIPIENT shall resume performance on the next business day following the suspension period unless another day is specified by ECOLOGY.

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27. SUSTAINABLE PRACTICES

In order to sustain Washington's natural resources and ecosystems, the RECIPIENT is fully encouraged to implement sustainable practices and to purchase environmentally preferable products under this Agreement.

- a) Sustainable practices may include such activities as: use of clean energy, use of double-sided printing, hosting low impact meetings, and setting up recycling and composting programs.
- b) Purchasing may include such items as: sustainably produced products and services, EPEAT registered computers and imaging equipment, independently certified green cleaning products, remanufactured toner cartridges, products with reduced packaging, office products that are refillable, rechargeable, and recyclable, 100% post-consumer recycled paper, and toxic free products.

For more suggestions visit ECOLOGY's web page, Green Purchasing,

<https://ecology.wa.gov/Regulations-Permits/Guidance-technical-assistance/Sustainable-purchasing>.

28. TERMINATION

a) For Cause

ECOLOGY may terminate for cause this Agreement with a seven (7) calendar days prior written notification to the RECIPIENT, at the sole discretion of ECOLOGY, for failing to perform an Agreement requirement or for a material breach of any term or condition. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Failure to Commence Work. ECOLOGY reserves the right to terminate this Agreement if RECIPIENT fails to commence work on the project funded within four (4) months after the effective date of this Agreement, or by any date mutually agreed upon in writing for commencement of work, or the time period defined within the Scope of Work.

Non-Performance. The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance by the RECIPIENT of all of its obligations under this Agreement. In the event the RECIPIENT unjustifiably fails, in the opinion of ECOLOGY, to perform any obligation required of it by this Agreement, ECOLOGY may refuse to pay any further funds, terminate in whole or in part this Agreement, and exercise any other rights under this Agreement.

Despite the above, the RECIPIENT shall not be relieved of any liability to ECOLOGY for damages sustained by ECOLOGY and the State of Washington because of any breach of this Agreement by the RECIPIENT. ECOLOGY may withhold payments for the purpose of setoff until such time as the exact amount of damages due ECOLOGY from the RECIPIENT is determined.

b) For Convenience

ECOLOGY may terminate for convenience this Agreement, in whole or in part, for any reason when it is the best interest of ECOLOGY, with a thirty (30) calendar days prior written notification to the RECIPIENT, except as noted below. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Non-Allocation of Funds. ECOLOGY's ability to make payments is contingent on availability of funding. In the event funding from state, federal or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to the completion or expiration date of this Agreement, ECOLOGY, at its sole discretion, may elect to terminate the Agreement, in whole or part, or renegotiate the Agreement, subject to new funding limitations or conditions. ECOLOGY may also elect to suspend performance of the Agreement until ECOLOGY determines the funding insufficiency is resolved. ECOLOGY may exercise any of these options with no notification or restrictions, although ECOLOGY will make a reasonable attempt to provide notice.

In the event of termination or suspension, ECOLOGY will reimburse eligible costs incurred by the RECIPIENT through the effective date of termination or suspension. Reimbursed costs must be agreed to by ECOLOGY and the RECIPIENT. In no event shall ECOLOGY's reimbursement exceed ECOLOGY's total responsibility under the Agreement and any amendments.

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If payments have been discontinued by ECOLOGY due to unavailable funds, the RECIPIENT shall not be obligated to repay monies which had been paid to the RECIPIENT prior to such termination.

RECIPIENT's obligation to continue or complete the work described in this Agreement shall be contingent upon availability of funds by the RECIPIENT's governing body.

c) By Mutual Agreement

ECOLOGY and the RECIPIENT may terminate this Agreement, in whole or in part, at any time, by mutual written agreement.

d) In Event of Termination

All finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports or other materials prepared by the RECIPIENT under this Agreement, at the option of ECOLOGY, will become property of ECOLOGY and the RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Nothing contained herein shall preclude ECOLOGY from demanding repayment of all funds paid to the RECIPIENT in accordance with Recovery of Funds, identified herein.

29. THIRD PARTY BENEFICIARY

RECIPIENT shall ensure that in all subcontracts entered into by the RECIPIENT pursuant to this Agreement, the state of Washington is named as an express third party beneficiary of such subcontracts with full rights as such.

30. WAIVER

Waiver of a default or breach of any provision of this Agreement is not a waiver of any subsequent default or breach, and will not be construed as a modification of the terms of this Agreement unless stated as such in writing by the authorized representative of ECOLOGY.

End of General Terms and Conditions



INFORMATIONAL MEMORANDUM

TO: Transportation & Infrastructure Services Committee
FROM: Hari Ponnekanti, Public Works Director/City Engineer
BY: Griffin Lerner, Public Works Analyst
CC: Mayor Allan Ekberg
DATE: November 3, 2023
SUBJECT: 35th Ave South
Street Vacation Amendment
Resolution Setting Public Hearing

ISSUE

Approve a Resolution and set a Public Hearing date for December 4, 2023, to amend Ordinance 1978 vacating 35th Ave South.

BACKGROUND

In October of 2001, City Council adopted Ordinance 1978, vacating a portion of 35th Ave South adjacent to Sabey Data Center. This vacation included a condition that the vacated portion of 35th Ave South remain open to pedestrian traffic. In October of 2005, Council subsequently adopted Ordinance 2101, vacating a portion of 124th Street. As a result, the vacated portion of 35th Ave South does not connect to any other facility.

DISCUSSION

In 2021, Sabey applied for and obtained a construction permit to physically secure the perimeter of the Intergate East Campus in an effort to curb crime and theft from vehicles parked on the campus. Because this fencing impedes pedestrian access, the Sabey Corporation is requesting that the City remove the pedestrian easement from Ordinance 1978 in light of the crime concerns as well as prior vacations disconnecting the adjacent road from useable pedestrian access. To remove these easements, the City Council must approve a Resolution setting a Public Hearing date of December 4, 2023, to consider the proposed amendment.

FINANCIAL IMPACT

None.

RECOMMENDATION

Council is being asked to consider this item at the November 13, 2023 Committee of the Whole meeting and set a subsequent Public Hearing date of December 4, 2023.

ATTACHMENTS: Draft Resolution setting Public Hearing for 12/4/23
Vicinity Map
Ordinance 1978
Sabey Letter to the City
Incident Reports

DRAFT

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TUKWILA, WASHINGTON, FIXING THE TIME FOR A PUBLIC HEARING FOR VACATION OF RIGHT-OF-WAY WITHIN THE CITY OF TUKWILA DEDICATED FOR STREET PURPOSES, GENERALLY DESCRIBED AS 35TH AVE SOUTH, LYING BETWEEN THE SOUTHERNLY MARGIN OF SOUTH 124TH STREET AND NORTHERNLY OF THE NORTH LINE OF LOT 4 OF PLAT OF DONALDSON ADDITION.

WHEREAS, the Sabey Corporation has petitioned the City to vacate 35th Ave South, lying between the southernly margin of South 124th Street and northernly of the North line of Lot 4 of Plat of Donaldson Addition; and

WHEREAS, pursuant to RCW 35.79.010, a public hearing on a street vacation must be set by resolution;

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

Section 1. A public hearing regarding the requested vacation of 35th Ave South, lying between the southernly margin of South 124th Street and northernly of the North line of Lot 4 of Plat of Donaldson Addition, more particularly described on the attached map, shall be held before the Tukwila City Council in the City Council Chambers at Tukwila City Hall, 6200 Southcenter Boulevard, Tukwila, Washington, on December 4, 2023 at 7:00 P.M., which is not less than 20, nor more than 60 days from the date of passage of this resolution, at which time all persons interested in said right-of-way vacation are invited to appear and be heard.

Section 2. The City Clerk is directed to post written notice of pendency of the public hearing in three public places in the City of Tukwila and in one additional conspicuous place on the right-of-way sought to be vacated at least 20 days prior to the date set for the public hearing.

PASSED BY THE CITY COUNCIL OF THE CITY OF TUKWILA, WASHINGTON, at a Special 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

Attachment: Map



King County
Metro South Base

Sahale Snacks

NORSPEC Dismantling

Component Supply
Center (King Co Metro)

Sabey Data Centers
- Seattle Building 4

Shippers Transport
Express Tukwila

Master Auto Body

Laughlin Supply
Electrical supply store

B

B-C
Ordinance # 2101
S 124th St. Vacation

C

King County
Metro Interim Base

Sabey Data Centers
- Seattle Building 5

S 124th St

Chimera

A-B
Ordinance # 1978
35th Ave S. Vacation

CellNetix Pathology &
Laboratories - Tukwila

El Pollo Real
Mexican

Leostella

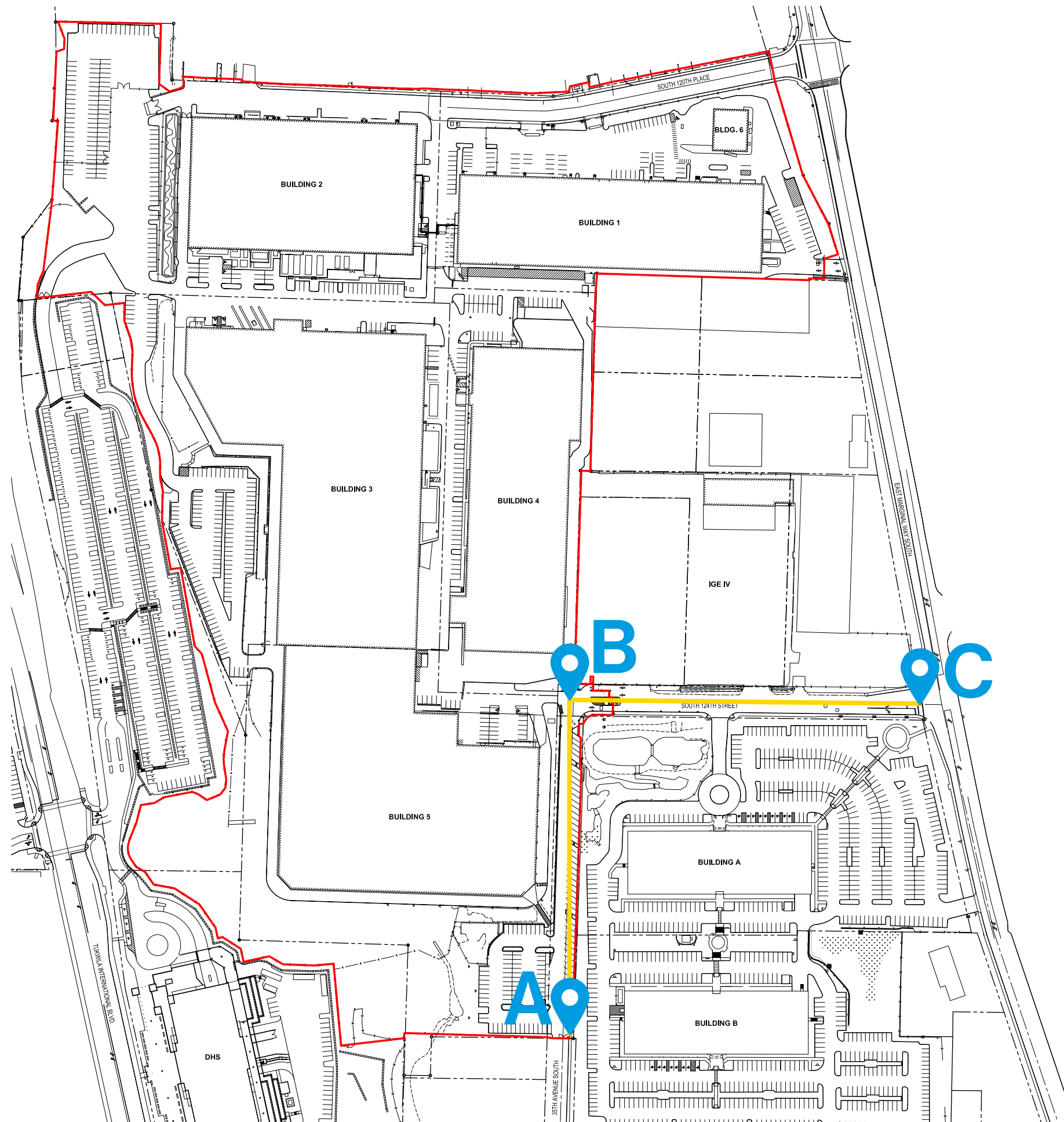
Beauty salon

USCIS Application
Support Center (ASC)

S 126th St

S 126th St

S 126th St



CAPITAL IMPROVEMENT:
**INTERGATE.EAST
 SECURED
 PERIMETER**

3355 S 120TH PL
 TUKWILA, WA 98168

MARK	DATE	DESCRIPTION
ISSUE:		

PROGRESS DATE: 7/23/21
 DRAWN BY: TLS
 CHECKED BY:
 APPROVED BY:

PROJECT NO:
 FILE: IGE - SECURED PERMETER 7-23-21

All drawings and written material appearing herein constitute the original and unpublished work of the Sabey Corporation and the same may not be duplicated, used or disclosed without the written consent of the Sabey Corporation.

**SITE PLAN
 PROJECT
 OVERVIEW**



20020708001548

TUKWILA
PAGE 001 OF 017 CORD
07/08/2002 15:44
KING COUNTY, WA

35.00

**CITY OF TUKWILA
DOCUMENT RECORDING
COVER SHEET**

Return Address:

CITY OF TUKWILA
Bob Baker, CMC,
Deputy City Clerk
Office of the City Clerk
6200 Southcenter Blvd
Tukwila, WA 98188
(206) 433-1800

Document Title(s): Ordinance #1978, including copies of Exhibits A-E
**Original documents (Exhibits A-E recorded
Individually, under separate cover, as required by King
County)**

Parties: City of Tukwila

Other: N/A

Legal Description: N/A

Assessor's Property Tax Parcel #: N/A

2002 070 8001548



City of Tukwila

Washington

Ordinance No. 1978

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TUKWILA, WASHINGTON, VACATING THE NORTHERLY 623.85 FEET OF 35TH AVENUE SOUTH FROM SOUTH 126TH STREET, LOCATED IN THE CITY OF TUKWILA; AMENDING THE OFFICIAL STREET MAP OF THE CITY; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Tukwila conducted public hearings on October 16 and November 6, 2000, for the purpose of considering the vacation of certain property located in the City of Tukwila, as described above, and

WHEREAS, TMC Chapter 11 60 identifies street vacation procedures including a public hearing by resolution, Department of Community Development and Public Works review and comment, and forwarding all relevant information to City Council, all of which have been done, and

WHEREAS, after the conclusion of the public hearing the City Council found that the property should be vacated subject to certain conditions, and

WHEREAS, the condition specified in the Council Motion of November 6, 2000, regarding easements to Seattle City Light, Val Vus Sewer District, King County Water District No 125 and Puget Sound Energy has been fulfilled, and

WHEREAS, an appraisal and compensation of \$85,780 have been provided to the City in accordance with TMC Chapter 11 60, and

WHEREAS, a 50-foot easement with 35 feet of pavement (matching the current width) shall be granted to the owner of property identified as Assessors Parcels 206360-0005, 0020, 0025, 0030, 0035, and 0036 for the purposes of ingress and egress and utilities if the parcels of the property redevelop and the land use changes from residential to a permitted use within the Zoning Code, and such easement shall run with the land and shall be binding on all parties having or acquiring any right, title, or interest in the land described herein, or any part thereof, as long as the present facility or any business replacing it shall need the use of these parcels for the purposes described above; and

WHEREAS, provision shall be made for emergency access to the southerly portion of the vacated area from South 126th Street and 35th Avenue South, and

WHEREAS, the vacated portion of 35th Avenue South is to remain open to pedestrian traffic, and such condition shall run with the land and shall be binding on all parties having or acquiring any right, title, or interest in the land described herein;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF TUKWILA, WASHINGTON, DO ORDAIN AS FOLLOWS:

Section 1. Vacation. The following property located in the City of Tukwila is hereby vacated.

2002 070 8991545

All that portion of the right-of-way for 35th Avenue South lying between the southerly margin of South 124th Street and northerly of the north line of Lot 4 of the plat of Donaldson Addition, as recorded in Volume 20 of Plats of page 46, records of King County, Washington, extended easterly to the easterly margin of 35th Avenue South

Section 2. Easements. See Exhibit "A" for easement to the City of Seattle See Exhibit "B" for easement to Puget Sound Energy, Inc See Exhibit "C" for easement to Val Vue Sewer District See Exhibit "D" for easement to King County Water District No 125 See Exhibit "E" for ingress and egress to Assessors Parcels 206360-0005, 0020, 0025, 0030, 0035, and 0036

Section 3. Duties of City Clerk. The City Clerk is hereby directed to record a certified copy of this ordinance with King County, upon determination by the City Public Works Director that the conditions referenced above have been satisfied.

Section 4. Amendment of Official Street Map. Upon the recording of a certified copy of the ordinance, the City Public Works Director shall amend the City's official street map to be consistent with this ordinance

Section 5. 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 6. 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 and effect five (5) days after passage and publication as provided by law, provided that the vacation specified above shall not become effective until the conditions contained herein have been fully satisfied and all documents have been recorded with King County Records

PASSED BY THE CITY COUNCIL OF THE CITY OF TUKWILA, WASHINGTON, at a Regular Meeting thereof this 15th day of October, 2001.

Steven M Mullet
Steven M Mullet, Mayor

ATTEST/AUTHENTICATED

Jane E. Cantu
Jane E Cantu, CMC, City Clerk

APPROVED AS TO FORM

By [Signature]
Office of the City Attorney

FILED WITH THE CITY CLERK 10/11/01
PASSED BY THE CITY COUNCIL: 10/10/01
PUBLISHED: 10/19/01
EFFECTIVE DATE: 10/24/01
ORDINANCE NO 1978

COPY

2002 070 8001548

EXHIBIT "A"
TO CITY OF TUKWILA STREET
VACATION OF 35TH AVENUE SOUTH.

EASEMENT (Overhead and Underground)
PM#230410-3-012

THIS EASEMENT GRANTS to the City of Seattle (hereafter referred to as Grantee), its successors and assigns, the right, privilege and authority to install, construct, erect, alter, improve, repair, energize, operate and maintain electric overhead and underground distribution facilities, which consist of poles with braces, guys and anchors, crossarms, transformers, ducts, vaults, manholes, cabinets, containers, conduits, wires and other necessary or convenient appurtenances to make said underground and overhead installations an integrated electric system. All such electric system is to be located across, over, upon and under the following described lands and premises situated in the County of King, State of Washington, to wit:

All that portion of the right of way for 35th Avenue South lying between the Southerly margin of South 124th St and North line of Lot 4 in the plat of Donaldson Addition, as recorded in Volume 20 of Plats at page 46, records of King County Washington, extended Easterly to the Easterly margin of 35th Avenue South, in the City of Tukwila, King County, Washington (Located in the Southwest 1/4 of Section 10, Township 23 North, Range 4 East of W M)

Together with the right at all times to the Grantee, its successors and assigns, of ingress to and egress from said lands across adjacent lands abutting the described easement area for the purpose of installing, constructing, reconstructing, repairing, renewing, altering, changing, patrolling, energizing and operating said electric system, and the right at any time to remove all or any part of said electric system from said lands

Also the right to the Grantee, its successors and assigns, at all times to cut and trim brush, trees or other plants standing or growing upon said lands or adjacent lands which, in the opinion of the Grantee, interfere with the maintenance or operation of the system, or constitute a menace or danger to said electric system

It is further covenanted and agreed that no structure or fire hazards will be erected or permitted within the above described easement area without prior written approval from the Grantee, its successors and assigns; that no digging will be done or permitted within the easement area which will in any manner disturb the facilities or their solidity or unearth any portion thereof, and that no blasting or discharge of any explosives will be permitted within fifty (50) feet of said lines and appurtenances.

The City of Seattle is to be responsible, as provided by law, for any damage through its negligence in the construction, maintenance and operation of said electric system across, over, upon and under the property granted in this easement or adjacent land thereto.

The rights, title, privileges and authority hereby granted shall continue and be in force until such time as the Grantee, its successors and assigns shall permanently remove said poles, wires and appurtenances from said lands or shall otherwise permanently abandon said electric system, at which time all such rights, title, privileges and authority hereby granted shall terminate.

Exhibit A

2002 070 8001548

RETURN ADDRESS:
Puget Sound Energy, Inc.
Attn: ROW Department
PO Box 90868 OBC-11N
Bellevue, WA 98009-9869

EXHIBIT "B"

EASEMENT

REFERENCE #:
GRANTOR: INTERNATIONAL GATEWAY EAST LLC
GRANTEE: PUGET SOUND ENERGY, INC.
SHORT LEGAL: SW 10-23-04
ASSESSOR'S PROPERTY TAX PARCEL:

COPY

2002 070 800 1548

For and in consideration of One Dollar (\$1.00) and other valuable consideration in hand paid, INTERNATIONAL GATEWAY EAST LLC, a Washington limited liability company ("Grantor" herein), hereby conveys and warrants to PUGET SOUND ENERGY, INC., a Washington Corporation ("Grantee" herein), for the purposes hereinafter set forth, a nonexclusive perpetual easement over, under, along across and through the following described real property ("Property" herein) in KING County, Washington:

ALL THAT PORTION OF THE RIGHT OF WAY FOR 35TH AVENUE SOUTH LYING BETWEEN THE SOUTHERLY MARGIN OF SOUTH 124TH STREET AND NORTHERLY OF THE NORTH LINE OF LOT 4 OF PLAT OF DONALDSON ADDITION, AS RECORDED IN VOLUME 20 OF PLATS OF PAGE 46, RECORDS OF KING COUNTY, WASHINGTON EXTENDED EASTERLY TO THE EASTERLY MARGIN OF 35TH AVENUE SOUTH.

Except as may be otherwise set forth herein Grantee's rights shall be exercised upon that portion of the Property ("Easement Area" herein) described as follows:

AN EASEMENT AREA TEN FEET IN WIDTH HAVING FIVE FEET ON EACH SIDE OF THE CENTER LINE OF THE NATURAL GAS PIPELINE(S) INSTALLED IN THE ABOVE DESCRIBED REAL PROPERTY.

1. **Purpose.** Grantee shall have the right to construct, operate, maintain, repair, replace, improve, remove, enlarge, and use the easement area for one or more utility systems for purposes of transmission, distribution and sale of gas and electricity. Such systems may include, but are not limited to

Underground facilities. Pipes, pipelines, mains, laterals, conduits, regulators and feeders for gas; fiber optic cable and other lines, cables and facilities for communications; semi-buried or ground-mounted facilities and pads, manholes, meters, fixtures, attachments and any and all other facilities or appurtenances necessary or convenient to any or all of the foregoing

Following the initial construction of all or a portion of its systems, Grantee may, from time to time, construct such additional facilities as it may require for such systems. Grantee shall have the right of access to the Easement Area over and across the Property to enable Grantee to exercise its rights hereunder. Grantee shall compensate Grantor for any damage to the Property caused by the exercise of such right of access by Grantee.

2. **Easement Area Clearing and Maintenance.** Grantee shall have the right to reasonably cut, remove and dispose of any and all brush, trees or other vegetation in the Easement Area. Grantee shall also have the right to control, on a continuing basis and by any prudent and reasonable means, the establishment and growth of brush, trees or other vegetation in the Easement Area.

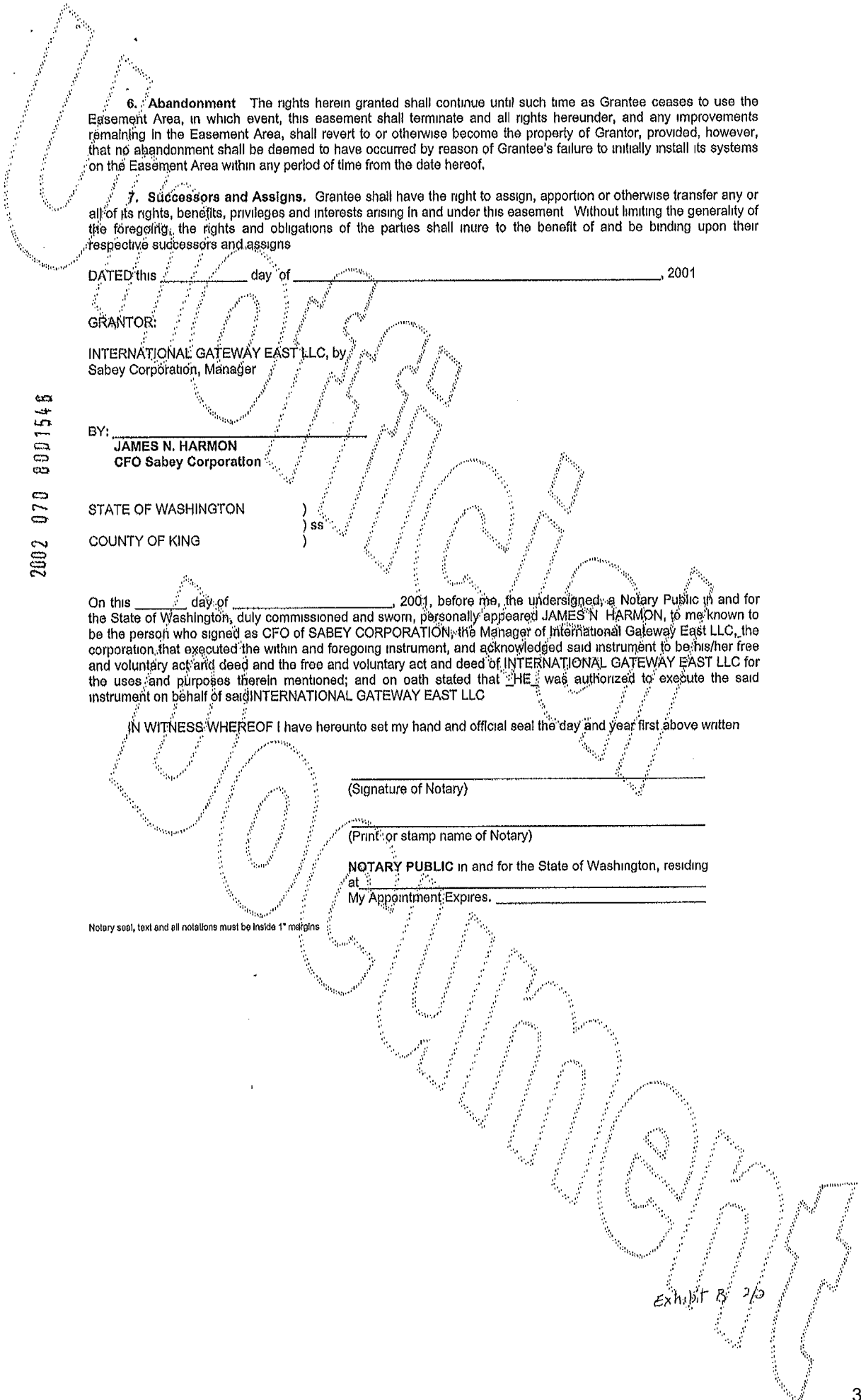
3. **Trees Outside Easement Area.** Grantee shall have the reasonable right to cut, trim, remove and dispose of any trees located on the Property outside the Easement Area that could, in Grantee's reasonable judgment, interfere with or create a hazard to Grantee's systems. Grantee shall, prior to the exercise of such right, identify such trees and make a reasonable effort to give Grantor prior notice that such trees will be cut, trimmed, removed or disposed of (except that Grantee shall have no obligation to identify such trees or give Grantor such prior notice when trees are cut, trimmed, removed or otherwise disposed of in response to emergency conditions). Grantor shall be entitled to no compensation for trees cut, trimmed, removed or disposed of except for the actual market value of merchantable timber (if any) cut and removed from the Property by Grantee, or if Grantee acts unreasonably.

4. **Grantor's Use of Easement Area.** Grantor reserves the right to use the Easement Area for any purpose not inconsistent with the rights herein granted, provided, however, Grantor shall not construct or maintain any buildings, structures or other objects on the Easement Area.

5. **Indemnity.** Grantee agrees to indemnify Grantor from and against liability incurred by Grantor as a result of Grantee's negligence in the exercise of the rights herein granted to Grantee, but nothing herein shall require Grantee to indemnify Grantor for that portion of any such liability attributable to the negligence of Grantor or the negligence of others.

6/98 Gas Easement
31736
204074

EXHIBIT B 1/2



6. **Abandonment** The rights herein granted shall continue until such time as Grantee ceases to use the Easement Area, in which event, this easement shall terminate and all rights hereunder, and any improvements remaining in the Easement Area, shall revert to or otherwise become the property of Grantor, provided, however, that no abandonment shall be deemed to have occurred by reason of Grantee's failure to initially install its systems on the Easement Area within any period of time from the date hereof.

7. **Successors and Assigns.** Grantee shall have the right to assign, apportion or otherwise transfer any or all of its rights, benefits, privileges and interests arising in and under this easement. Without limiting the generality of the foregoing, the rights and obligations of the parties shall inure to the benefit of and be binding upon their respective successors and assigns.

DATED this _____ day of _____, 2001

GRANTOR:

INTERNATIONAL GATEWAY EAST LLC, by
Sabey Corporation, Manager

BY: _____
JAMES N. HARMON
CFO Sabey Corporation

STATE OF WASHINGTON)
) ss
COUNTY OF KING)

On this _____ day of _____, 2001, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared JAMES N. HARMON, to me known to be the person who signed as CFO of SABEY CORPORATION, the Manager of International Gateway East LLC, the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be his/her free and voluntary act and deed and the free and voluntary act and deed of INTERNATIONAL GATEWAY EAST LLC for the uses and purposes therein mentioned; and on oath stated that HE was authorized to execute the said instrument on behalf of said INTERNATIONAL GATEWAY EAST LLC

IN WITNESS WHEREOF I have hereunto set my hand and official seal the day and year first above written

(Signature of Notary)

(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State of Washington, residing
at _____
My Appointment Expires _____

Notary seal, text and all notations must be inside 1" margins

Exhibit B 2/3

2002 070 8001548

EASEMENT EXHIBIT "C"

GRANTOR, INTERNATIONAL GATEWAY EAST LLC, for and in consideration of One Dollar (\$1.00) and other valuable considerations, the receipt of which is hereby acknowledged, grants and conveys to GRANTEE, VAL VUE SEWER DISTRICT, King County, Washington, a municipal corporation, an easement and right-of-way, over, across, along, through, and under the real property situated in King County, Washington as described on Exhibit A and illustrated on Exhibit B, attached hereto

For the purposes of constructing, installing, reconstructing, replacing, repairing, maintaining and operating a sewer pipeline and lines and all necessary connections and appurtenances thereto, together with the right of ingress and egress therefrom for the purpose of enjoying the easement, and also granting to Grantees and to those acting under or for Grantees the use of such additional area immediately adjacent to the above easement as shall be required for the construction of the sewer pipeline or lines in the easement, such additional area to be held to a minimum necessary for that purpose, and immediately after the completion of the construction and installation, or any subsequent entry upon the easement, Grantees shall restore the premises as near as may be to its condition immediately before such construction or entry.

IN WITNESS WHEREOF, Grantor has hereunder set its hand this 21ST day of Sept., 2001.

INTERNATIONAL GATEWAY EAST LLC,
by Sabey Corporation, Manager

J. N. Harmon
James N. Harmon, CFO of Sabey Corporation

STATE OF WASHINGTON)
) ss
COUNTY OF KING)

On this 21ST day of September, 2001, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared JAMES N. HARMON, to me known to be the person who signed as CFO of SABEY CORPORATION, the Manager of International Gateway East LLC, the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be his/her free and voluntary act and deed and the free and voluntary act and deed of INTERNATIONAL GATEWAY EAST LLC for the uses and purposes therein mentioned; and on oath stated that he was authorized to execute the said instrument on behalf of said INTERNATIONAL GATEWAY EAST LLC.

IN WITNESS WHEREOF I have hereunto set my hand and official seal the day and year first above written.

MARY A. HALL
STATE OF WASHINGTON
NOTARY --- PUBLIC
MY COMMISSION EXPIRES 12-19-01

Mary A Hall
NOTARY PUBLIC in and for the State of
Washington, residing at Seattle
Printed Name: MARY A HALL
My Appointment Expires: 12-19-01

2002 070 8001548

EXHIBIT C 1/5

COPY

SANITARY SEWER EASEMENT
RECORDING NO. 7508130483
PORTION TO BE EXTINGUISHED

All that portion of the above-referenced sanitary sewer easement, lying Westerly of the Easterly 172 feet of Lot 22, Block 8 of Riverton, a replat of part of Riverside Interurban Tracts, as per plat recorded in Volume 13 of Plats, Page 36, records of King County, Washington.

2002 070 8001548

Unofficial
Document

EXHIBIT C 2/5

LEGAL DESCRIPTION

RIGHT-OF-WAY VACATION

All that portion of the right-of-way for 35th Avenue South lying between the Southerly margin of South 124th Street and Northerly of the North line of Lot 4 of the plat of Donaldson Addition, as recorded in Volume 20 of Plats of page 46, records of King County, Washington extended Easterly to the Easterly margin of 35th Avenue South

2602 070 8001548

Unofficial Document

EXHIBIT C 3/5

EXHIBIT A

Legal Description

Sewer Easement

That part of the Southwest quarter of the Southwest quarter of Section 10, Township 23 North, Range 4 East of Willamette Meridian, King County, Washington,

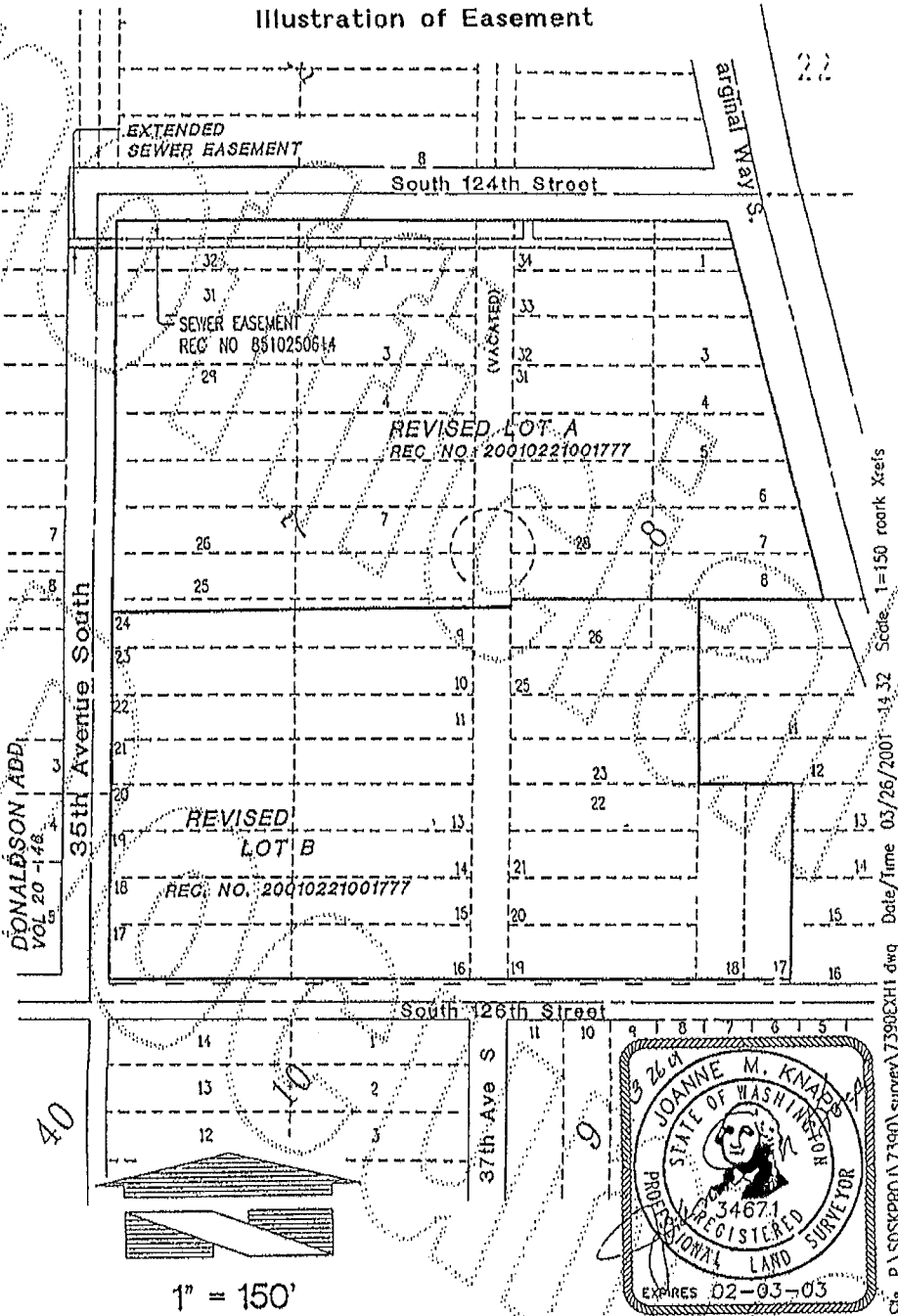
A 10-foot wide strip of land across Proposed Vacated 35th Avenue South as extended Westerly from Sewer Easement recorded under Recording No 8510250614.

2002 070 8091548

EXHIBIT C 415

EXHIBIT B

Illustration of Easement



2002 070 8001548

Scale: 1" = 150' mark Xrels
Date/Time 03/26/2001 14:32
File P:\SDSKPROJ\7390\survey\7390EXH1.dwg

Scale: Horizontal 	Vertical 18215 72ND AVENUE SOUTH KENT, WA 98032 (425)251-6222 (425)251-3782 FAX	For: SABEY CORPORATION 101 ELLIOTT AVE. W, SUITE 330 SEATTLE, WA 98119-4220	Job Number 7390
	CIVIL ENGINEERING, LAND PLANNING, SURVEYING, ENVIRONMENTAL SERVICES	Title: CITY OF TUKWILA SEWER EASEMENT	Sheet EXHIBIT C 5/5 1 of 1
Designed	Drawn RVR	Checked JMK	Approved JMK
Date 5-26-01			

Recording Requested By and
When Recorded Mail To:

EXHIBIT "D"

King County Water District #125
2849 South 150th Street
Seattle, WA 98168

2002 070 8001548

Document Title(s) (or transactions contained therein). 1 Easement for Water Mains 2 3. 4.
Reference Number(s) of Documents assigned or released: (on page ____ of document(s))
Grantor(s) (Last name first, then first name and initials 1 International Gateway East LLC, by Sabey Corporation, Manager. 2. 3 4. 5. <input type="checkbox"/> Additional names on page ____ of document.
Grantee(s) (Last name first, then first name and initials) 1 King County Water District No 125 2 3. 4 5. <input type="checkbox"/> Additional names on page ____ of document.
Legal Description (abbreviated: i.e. lot, block, plat or section, township, range) Portion of the Southwest quarter of the Southwest quarter of Section 10, Township 23 North, Range 4 East, W.M., King County, Washington <input type="checkbox"/> Additional legal is on page <u>4</u> of document
Assessor's Property Tax Parcel/Account Number: N/A
The Auditor/Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

EXHIBIT D 1/5

EASEMENT FOR WATER MAINS
Group Health Cooperative

International Gateway East LLC, by Sabey Corporation, Manager (the "grantor"), for and in consideration of one dollar (\$1.00) and other good and valuable consideration, hereby dedicates, conveys and grants to King County Water District No 125, King County, Washington (the "grantee") and its successors and assigns a permanent easement for water mains and appurtenances thereto under upon and through the following described property situated in King County, Washington, legally described as follows:

See Attached Legal Description and Exhibit

1. That grantee shall have the right without prior institution of any suit or proceeding at law, at times as may be necessary, to enter upon said property and adjoining property owned by the grantor and his assigns and successors to install, lay, construct, renew, operate and maintain mains and necessary facilities and other equipment for the purposes of serving the property and other properties with water and other utility service. The grantee agrees to restore the property to its condition prior to any disturbance from construction, maintenance or repair of such facilities.
2. The grantor covenants that no structure or obstruction, including fences, shall be erected over, upon or within and no trees, bushes or other shrubbery shall be planted in the area of ground for which the easement in favor of grantee has been provided herein
3. This easement and the covenants herein shall be covenants running with the land and shall be binding on the successors, heirs and assigns of both parties hereto.
4. The grantor warrants that the grantor has good title to the above property and warrants the grantee title to and quiet enjoyment of the easement conveyed hereto

DATED this 6th day of June, 2001

GRANTOR(S):

International Gateway East LLC,
by Sabey Corporation, Manager

By

Its

J. M. Adams
cfo

EXHIBIT D 2/5

2602 070 8001548

(Individual Acknowledgment)

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that _____ signed this instrument and acknowledged it to be _____ (his/her) free and voluntary act for the uses and purposes mentioned in the instrument

Dated _____

Signature of Notary Public _____

Title _____

My appointment expires _____

(Corporate Acknowledgment)

STATE OF WASHINGTON)
) ss
COUNTY OF KING)

I certify that I know or have satisfactory evidence that James N. Harmon signed this instrument, on oath stated that he (~~XXXXXX~~) was authorized to execute the instrument and acknowledged it as the Chief Financial Officer of Sabey Corporation, Manager of _____
* to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument. *International Gateway East LLC

Dated June 6, 2001

MARY A. HALL
STATE OF WASHINGTON
NOTARY PUBLIC
MY COMMISSION EXPIRES 12-19-01

Signature of Notary Public Mary A Hall

Title Notary Public

My appointment expires 12/19/01

2002 070 8001548

EXHIBIT D 3/5

LEGAL DESCRIPTION

WATER MAIN EASEMENT

That portion of the Southwest quarter of the Southwest quarter of Section 10, Township 23 North, Range 4 East of the Willamette Meridian, King County, Washington, lying within a 15-foot wide strip of land, being 7.50 feet both sides of the following described line:

BEGINNING at the intersection of the South right-of-way line of South 124th Street and a line 25 feet West of, perpendicular to, and parallel with the East right-of-way line of Proposed Vacated 35th Avenue South;

THENCE along said parallel line, South 01° 46' 02" West, 280.00 feet;

THENCE South 88° 13' 58" East, 25.00 feet;

THENCE North 88° 13' 58" West, 25.00 feet;

THENCE along said parallel line, South 01° 46' 02" West, 114.00 feet;

THENCE South 88° 13' 58" East, 25.00 feet;

THENCE North 88° 13' 58" West, 25.00 feet;

THENCE along said parallel line, South 01° 46' 02" West, 36.78 feet;

THENCE North 88° 13' 58" West, 25.00 feet;

THENCE South 88° 13' 58" East, 25.00 feet;

THENCE along said parallel line, South 01° 46' 02" West, 7.00 feet;

THENCE South 43° 13' 58" East, 14.14 feet to a line 15 feet West of, perpendicular to, and parallel with said East right-of-way line,

THENCE along said parallel line, South 01° 46' 02" West, 125.49 feet;

THENCE South 88° 13' 58" East, 15.00 feet;

THENCE North 88° 13' 58" West, 15.00 feet;

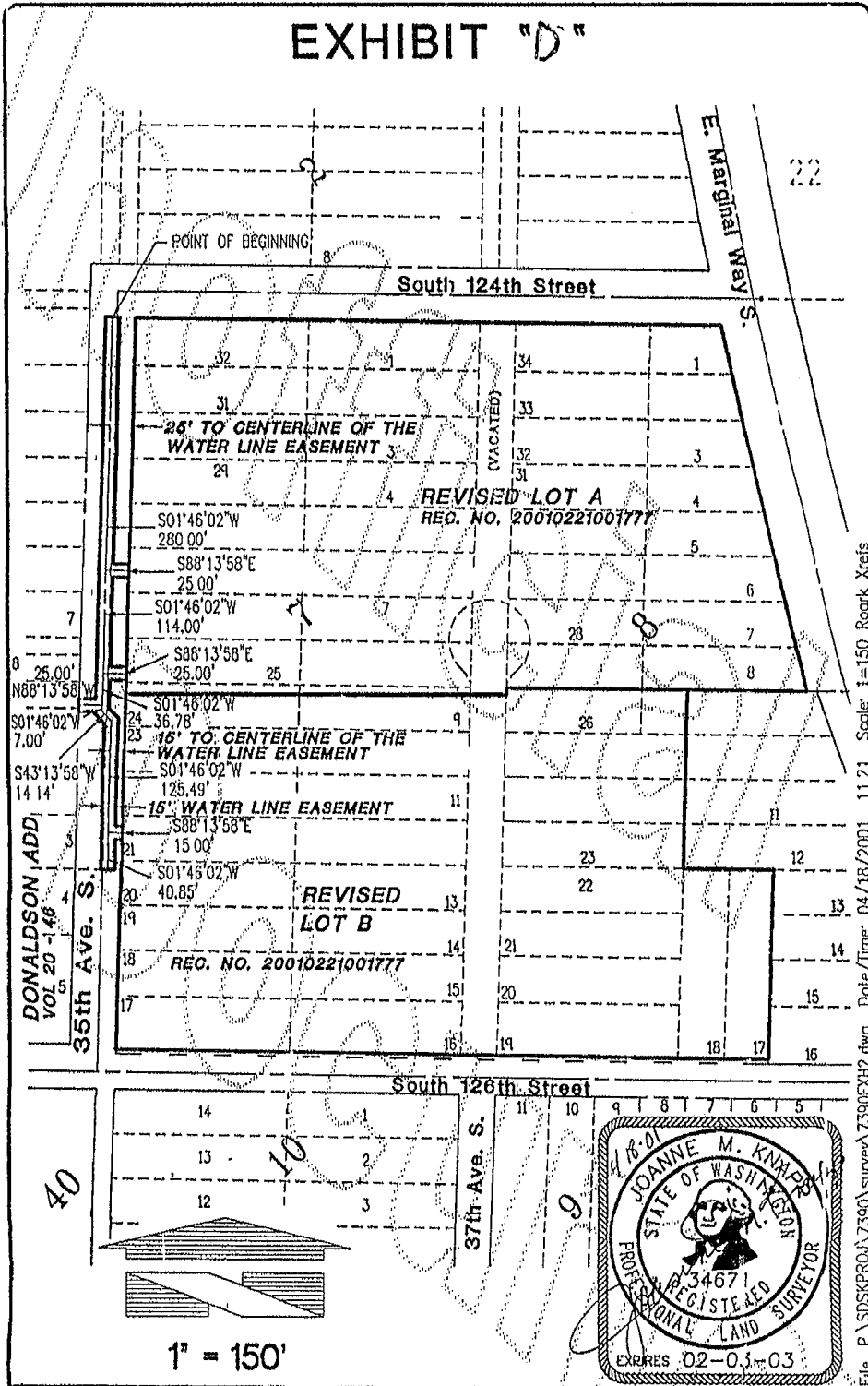
THENCE South 01° 46' 02" West, 40.85 feet to a point of terminus, said point being the intersection of said 15-foot offset line and the extension Easterly of the South line of Lot 3 of Donaldson Addition recorded in Volume 20 of Plats, page 46, King County, Washington.

The sidelines of said strip shall be shortened or lengthened to meet at angle points and to terminate on the extended said South right-of-way line of South 124th Street, the extended South line and East line of said Lot 3 of Donaldson Addition, and the East right-of-way of Proposed Vacated 35th Avenue South.

2002 070 8001548

EXHIBIT D 4/5

EXHIBIT "D"



2002 07D 8001548

DONALDSON ADD
VOL. 20-146
35th Ave. S

File: P:\SDSKPROJ\7390\survey\7390EXH2.dwg Date/Time: 04/18/2001 11:21 Scale: 1"=150 Rook Xreis


Scale: Horizontal: _____ Vertical: _____		For: SABEY CORPORATION 101 ELLIOTT AVE. W, SUITE 330 SEATTLE, WA 98119-4220		Job Number: 7390	
 BARGHAUSEN CONSULTING ENGINEERS, INC.		18215 72ND AVENUE SOUTH KENT, WA 98032 (425)251-8222 (425)251-8782 FAX		Sheet: EXHIBIT D 5/5 1 of 1	
CIVIL ENGINEERING, LAND PLANNING, SURVEYING, ENVIRONMENTAL SERVICES		Title: CITY OF TUKWILA WATERLINE EASEMENT			
Designed: _____		Drawn: RVR		Checked: JMK	
		Approved: JMK		Date: 4-18-01	

EXHIBIT "E"

2002 070 8031548

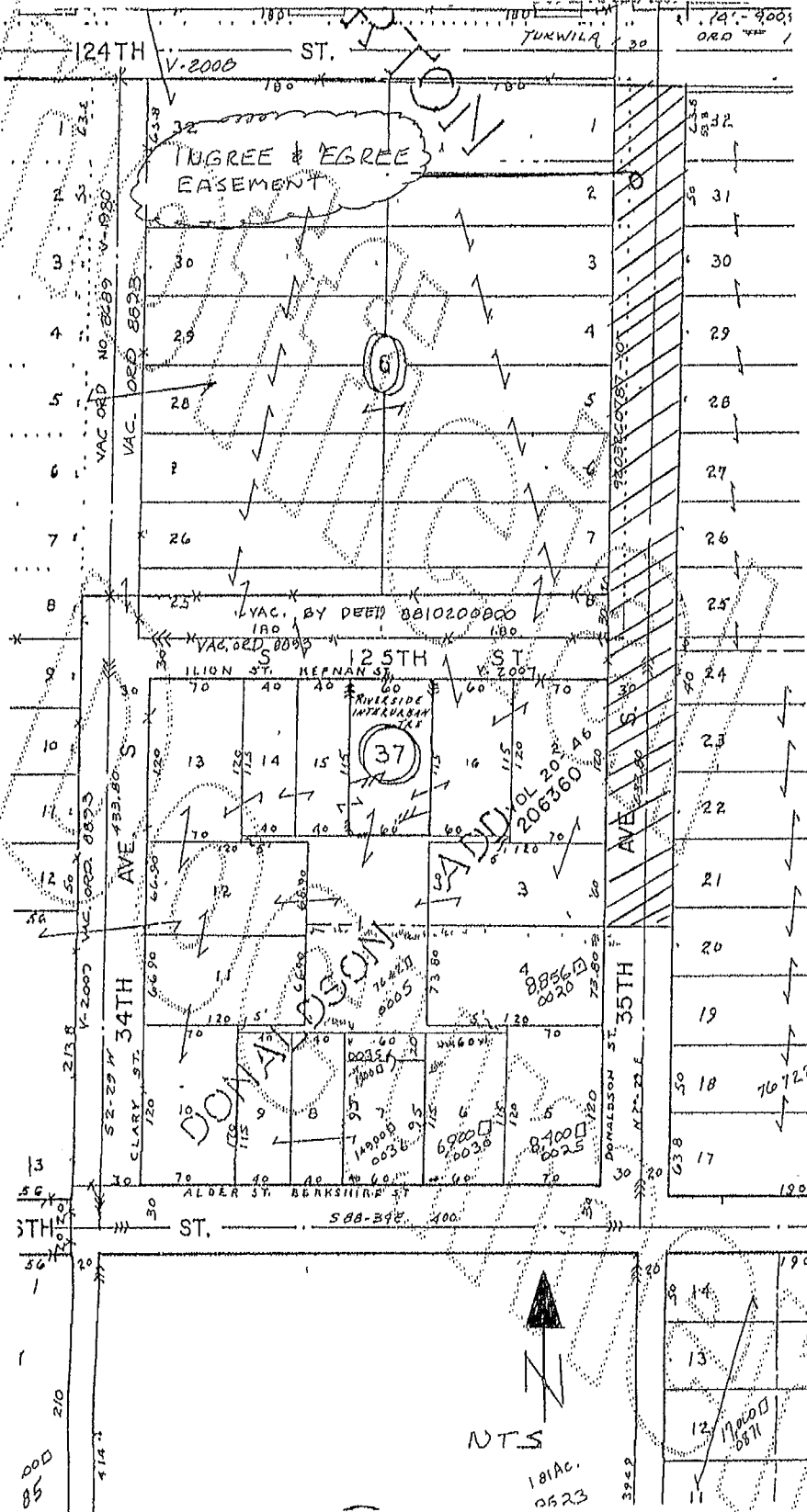


Exhibit E

October 12, 2021

Ms. Nora Gierloff
City of Tukwila, DCD Director
6300 Southcenter Blvd., #100
Tukwila, WA 98188

Dear Ms. Gierloff,

Sabey Corporation (“Sabey”) is asking for your approval to physically secure our Intergate East Campus with perimeter fencing due to the ongoing, frequent crime and theft from our staff and customer vehicles. We are attaching a 12-month review of the crime incidents to illustrate the magnitude of problems we have experienced.

We would appreciate your review and consideration of the following:

In Ordinance No. 1978 (yr. 2002) pedestrian access is discussed in the summary prior to the Ordinance but is not included as a condition of the Ordinance. We are attaching a copy of Ordinance No. 1978 (yr. 2002) for ease of reference.

Secondly, in 2005 Ordinance No. 2101 vacation of South 124th Street from the City of Tukwila was approved which makes this a private street to be maintained by Sabey without public access. We are attaching a copy of Ordinance No. 2101 for ease of reference as well.

We are also attaching a copy of the site plan we would like to move forward to a pre-application meeting with the City of Tukwila to gain concept approval to secure access to our site because of the safety concerns mentioned above. Please let me know if you have any questions or need clarification on this request.

Sincerely,

SABEY CORPORATION



Mikel Hansen
Chief Operating Officer

INCIDENT REPORT



Date of Incident: 11/26/2020
Time of Incident: 2300-2330

1. Client: Sabey Data Center	Address: 3355 S. 120 th Pl. Tukwila, WA		Post: Mobile
2. Client Notified:	Time: 0730	Name: Property Management Email List	Title: Property Management
3.G4S Notified:	Time: 0730	Name: Joseph Breaux	Title: Sr District Manager
4. Police Notified:	Time:	Officers Name:	RPT#/Badge#:
5. Persons Involved/Witnesses (Insert category of relationship letter opposite name in * column. A. Employee B. Client Employee C. Other)			
*	Name/Position Title	Phone #	Organization Name & Address
A			
B			
C.			
6. Description of Property/Equipment DHS Black gate, Barricade wire.			
7. Description of incident. On 11/26/2020 at or about 2315 it was reported that the wire on the barricade was cut as well as the yellow chain on the black DHS gate. When reviewing the footage, we see a subject comes down the hill from the black DHS gate down the hill. He is riding a motorcycle. He stops on the other side of the barricade for a few minutes and then drives through it. He drives around the parking lot around building 4. Goes behind building 4 and up the hill towards the south upper parking. Eventually leaving through the top exit towards the residential area.			
END OF REPORT			

Signature: Capt A Hair	Date: 11.27.2020 Time: 1000
-------------------------------	--------------------------------------

INCIDENT REPORT



Date of Incident: OCT.5.2020

Time of Incident: 22:50 PM

1. Client: Sabey		Address: 12500 Tukwila International BLVD Tukwila, WA 98168		Post: Sabey Closed Patrol	
2. Client Notified: Yes		Time: 23:00 PM	Name: Security Captain		Title: Captain Andrew Hair
3. G4S Notified: No		Time: N/A	Name: N/A		Title: N/A
4. Police Notified: No		Time: N/A	Officers Name: SGT Sean Rita		RPT#/Badge#:
5. Persons Involved/Witnesses (Insert category of relationship letter opposite name in * column. A. Employee B. Client Employee C. Other)					
*	Name/Position Title		Phone #	Organization Name & Address	
A	SGT S. Rita		206-390-0748	Sabey Closed Patrol Security	
B					
C					
6. Description of Property/Equipment. Department of Homeland Security, North parking lot. Items damaged: Several Davey Tree trucks, locks appeared to have been drilled out. I am unsure of what items were stolen, if any.					
7. Description of incident. On 5 October 2020 at approx. 22:50 PM I arrived at the Department of Homeland Security and was beginning routine patrol when I found a cargo door open on one of the Davey Tree vehicles parked in the north paid parking area. I inspected the door and found the lock had appeared to have been broken by a drill. I also found a yellow container with drill bits in the middle of the road and placed it back into the cargo door. After this initial discovery, I inspected all of the vehicles on the property and found that at least 5 appeared to have been broken into or had locks that appeared drilled out. I contacted Captain Andrew Hair and informed him of this, and he stated to take pictures and he would inform property management in the morning. Davey Tree was notified when they arrived in the morning. I took pictures of each lock I found to be broken and each cargo door that was broken in to and will attach them along with this report. End of report.					
END OF REPORT					

	Signature: SGT S. Rita	Date: 10.6.2020	Time: 6:30 AM
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INCIDENT REPORT



Date of Incident: OCT.6.2020
Time of Incident: 4:45 AM

1. Client: Sabey	Address: 12500 Tukwila International BLVD Tukwila, WA 98168	Post: Sabey Closed Patrol
2. Client Notified: Yes	Time: 4:50 AM	Name: Captain Andrew Hair
3. G4S Notified: No	Time: N/A	Name: N/A
4. Police Notified: No	Time: N/A	Officers Name: SGT Sean Rita
5. Persons Involved/Witnesses (Insert category of relationship letter opposite name in * column. A. Employee B. Client Employee C. Other)		
*	Name/Position Title	Phone #
A	SGT S. Rita	206-390-0748
B		
C		

6. Description of Property/Equipment.
Department of Homeland Security, North parking lot. Gate between DHS and IGE appears to have been rammed.

7. Description of incident.

On 8 September 2020 at approx. 2:45 AM I was patrolling IGW when I noticed a vehicle exit DHS property from the north parking lot. Upon entering the paid parking lot, I discovered the gate between IGE and DHS appears to have been rammed. The gates were in the closed position during my previous patrols, and I found scrape wounds of the gate on the pavement. I patrolled the property and did not notice any other property damage or items missing. I informed Captain Hair of this incident.

END OF REPORT

	Signature: SGT S. Rita	Date: 10.6.2020	Time: 5:05 AM
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INCIDENT REPORT



Date of Incident: FEB.8.2021
Time of Incident: 02:30 AM

1. Client: Sabey	Address: 12500 Tukwila International BLVD Tukwila, WA 98168	Post: Sabey Closed Patrol
2. Client Notified: Yes	Time: 06:45 AM	Name: Security Captain
3. G4S Notified: No	Time: N/A	Name: N/A
4. Police Notified: Yes	Time: 02:30 AM	Officers Name: SGT Sean Rita
5. Persons Involved/Witnesses (Insert category of relationship letter opposite name in * column. A. Employee B. Client Employee C. Other)		
*	Name/Position Title	Phone #
A	SGT S. Rita	206-390-0748
B		
C		
6. Description of Property/Equipment. Department of Homeland Security, North parking lot		
7. Description of incident.		
<p>On 8 February 2021 at approx. 02:30 AM while the Department of Homeland Security north parking lot and noticed two unattended bags. One was a black suitcase and the other was a pink and grey backpack. I did not observe these bags on previous patrols. I inspected the Davey Tree and Kemp West vehicles and found no signs of theft or damage and did not see any persons on or near the property. I then contacted the Tukwila Police Department and asked for an officer to inspect the bags. I received a call from Officer Hodgson who informed me TPD generally does not take property into their custody unless it is involved in a crime and to contact him if there is anything suspicious after I inspected the bags. I carefully opened and briefly inspected the bags. I found articles of clothing, personal hygiene items and children's toys. I have attached pictures of the contents. The bags are located near the forested area, on the middle level of the parking area. The bags are located near a noticeable footpath into the forested area. I did not see any individuals or signs of a campsite in the area. End of report.</p> <p style="text-align: center;">END OF REPORT</p>		

	Signature: SGT S. Rita	Date: 02.8.2021	Time: 6:30 AM
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INCIDENT REPORT



Date of Incident: NOV.8.2020

Time of Incident: 19:40 PM

1. Client: Sabey		Address: 12500 Tukwila International BLVD Tukwila, WA 98168		Post: Sabey Closed Patrol
2. Client Notified: Yes		Time: 06:30 AM	Name: Security Captain	Title: Captain Andrew Hair
3. G4S Notified: No		Time: N/A	Name: N/A	Title: N/A
4. Police Notified: Yes		Time: 19:50 PM	Officers Name: SGT Sean Rita	RPT#/Badge#:
5. Persons Involved/Witnesses (Insert category of relationship letter opposite name in * column. A. Employee B. Client Employee C. Other)				
*	Name/Position Title	Phone #	Organization Name & Address	
A	SGT S. Rita	206-390-0748	Sabey Closed Patrol Security	
B				
C				
6. Description of Property/Equipment. Department of Homeland Security, North parking lot, Davey Tree Truck and Kemp West Truck				
7. Description of incident.				
<p>On 8 November 2020 at approx. 19:40 PM I was patrolling the Department of Homeland Security north parking lot and noticed a Kemp West truck had a slightly open cargo door. I inspected the door and truck and noticed another open door and one door that had the handle extended. I contacted Officer Singh and asked if he had noticed this while he was patrolling DHS. I inspected the truck for approximately 3-5 minutes before resuming patrol where I noticed a door open on a Davey Tree truck. This door had been secured and I had a view of this truck during my initial patrol. I then contacted Officer Singh for backup and Tukwila PD to inform them we may have someone actively breaking into the trucks. Officer Singh and I patrolled the area including IGW, IGE and the surrounding roads and did not see any signs of suspicious activity or any persons. Tukwila PD arrived at approx. 2010hrs and inspected the vehicle. He informed me to have the employees of Davey Tree and Kemp West contact them in the morning if anything was stolen. I also attempted to contact Sarah Marques at approx. 2010hrs to see if she was able to pull up the video stream but was unable to get ahold of her. Pictures are attached. The officer informed me there is no incident number for this since no report was taken. End of report.</p> <p style="text-align: center;">END OF REPORT</p>				

	Signature: SGT S. Rita	Date: 11.8.2020	Time: 6:30 AM
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INCIDENT REPORT



Date of Incident: SEP.8.2020

Time of Incident: 2:45 AM

1. Client: Sabey		Address: 12500 Tukwila International BLVD Tukwila, WA 98168		Post: Sabey Closed Patrol	
2. Client Notified: Yes		Time: 6:25 AM	Name: Property Management		Title: Ron L., Captain Andrew Hair
3. G4S Notified: No		Time: N/A	Name: N/A		Title: N/A
4. Police Notified: No		Time: N/A	Officers Name: SGT Sean Rita		RPT#/Badge#:
5. Persons Involved/Witnesses (Insert category of relationship letter opposite name in * column. A. Employee B. Client Employee C. Other)					
*	Name/Position Title	Phone #	Organization Name & Address		
A	SGT S. Rita	206-390-0748	Sabey Closed Patrol Security		
B					
C					
6. Description of Property/Equipment. Department of Homeland Security, North parking lot. Item stolen: Davey Tree work trailer					
7. Description of incident.					
<p>On 8 September 2020 at approx. 2:45 AM I arrived at the Department of Homeland Security and was beginning routine patrol when I found the lower gate between IGE and DHS had been cut open. The chain had been cut, and one side of the gate open. I contacted SDC5 and asked the security officer if they noticed any suspicious/unknown persons or vehicles on the property, they stated they had not. I conducted a thorough patrol of the vehicles and found no signs of damage or attempted break-ins. I informed Captain Hair so we could review the security footage. After reviewing the footage, we noticed a truck enter IGE property at approx. 1:27 AM and turn its lights off. The truck exited through IGE property at approx. 1:38 AM. The truck appeared to be towing a yellow Davey Tree trailer. I informed property management through the on-call engineer at approx. 6:25 AM of this. I spoke with Ron L, who stated he would inform the appropriate contacts.</p>					
END OF REPORT					

	Signature: SGT S. Rita	Date: 08.12.2020	Time: 2:55 AM
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INCIDENT REPORT



Date of Incident: 06.23.2021

Time of Incident: 04:30 AM

1. Client: Sabey		Address: 3355 120 th Pl S Tukwila, WA 98168		Post: Sabey Closed Patrol	
2. Client Notified: Yes		Time: 06:45 AM	Name: Security Captain		Title: Captain Andrew Hair
3. G4S Notified: No		Time: N/A	Name: N/A		Title: N/A
4. Police Notified: Yes		Time: 04:40 AM	Officers Name:		RPT#/Badge#:
5. Persons Involved/Witnesses (Insert category of relationship letter opposite name in * column. A. Employee B. Client Employee C. Other) S/O Lemlemayehu					
*	Name/Position Title	Phone #	Organization Name & Address		
A	SGT S. Rita	206-390-0748	Sabey Closed Patrol Security		
B					
C					
6. Description of Property/Equipment. Upper South Parking, Toyota Highlander WA BQH2183, Hyundai Sonata WA AKW8039.					
7. Description of incident.					
<p>On 23 June 2021 at approx. 04:30 AM I received a call from the S/O Lemlemayehu at SDC5 reporting that two individuals appeared to be peering in and attempting to break into vehicles at the SDC5 upper parking lot. The S/O informed me one individual appeared to run into the adjacent forest and another individual left the camera frame.</p> <p>I responded and upon my arrival noticed one individual (male, brown hair, dark pants, approx. 5'10 – 5'11, 175 lbs, light heavy scruff). The individual was also wearing heavy duty gloves. I did a quick inspection of the vehicles and noticed two gas panels were slightly open on two vehicles. I did not notice any other damage upon arrival. After inspecting the vehicles in the parking lot, I spoke with the individual described above and he asked where the "SAR'S" was. I asked what he was doing here, which he said he was lost. I informed him he needed to leave and the individual left without issue. I patrolled IGE II found no signs of damage or theft in any of the vehicles.</p> <p>I returned to SDC5 and entered the office to review the footage to see if any theft or damage occurred. While in the office, a red sedan pulled up and an individual wearing a face mask and dark clothing got out of the vehicle and started looking at parked vehicles. I told the S/O to call 911 and I went outside. As I went up the stairs I shouted "Hey!" the individual got back into the vehicle and the vehicle took off at a high rate of speed. I was able to get a partial plate and I believe the plate was: BQS1538. The vehicle was a small, two door red sedan (possibly a Toyota). The individual who was driving appeared to be Asian, black hair and wore a face mask. The individuals left the property and did not return for the rest of my shift.</p> <p>Upon inspection of the vehicles and review of the security footage, we discovered the individuals were able to break into the S/O's car and stole her wallet. The individual shot out her window with a handgun of some sort at about 0505. The other vehicle broken into was a Hyundai Sonata (LIC: AKW8039) at about 0425. The individuals accessed the interior of the vehicle and the trunk. I am unsure of what was stolen. Captain Hair will be filing the report with Tukwila Police Department. S/O Lemlemayehu filed her own report with the police department and was the main contact with Tukwila Police for this incident as it occurred.</p>					
END OF REPORT					

	Signature: SGT S. Rita	Date: 06.23.2021	Time: 6:40 AM
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INCIDENT REPORT



Date of Incident: June.29.2021

Time of Incident: 04:30 AM

1. Client: Sabey		Address: 3433 S 120th PI Tukwila, WA 98168		Post: Sabey Closed Patrol	
2. Client Notified: Yes		Time: 06:45 AM	Name: Security Captain		Title: Captain Andrew Hair
3. G4S Notified: No		Time: N/A	Name: N/A		Title: N/A
4. Police Notified: Yes		Time: 04:50 AM	Officers Name: SGT Sean Rita		RPT#/Badge#:
5. Persons Involved/Witnesses (Insert category of relationship letter opposite name in * column. A. Employee B. Client Employee C. Other)					
*	Name/Position Title	Phone #	Organization Name & Address		
A	SGT S. Rita	206-390-0748	Sabey Closed Patrol Security		
B					
C					
6. Description of Property/Equipment. Intergate East Facilities mailbox (near BLDG 4)					
7. Description of incident.					
<p>On 29 June 2021 at approx. 04:28 AM I received a call from SDC5 regarding an individual who appeared to be breaking into the mailbox near BLDG 4. Upon my arrival to IGE I found the mailbox open, with it appearing to be forced open. A silver Nissan sedan also drove by the individual and may be involved. After arriving to IGE I noticed the Nissan leaving the parking lot near BLDG 1 and was able to obtain the LIC: BVZ9593. I spoke with some employees at Sahale who were outside and reported to me they saw a woman walking near the mailboxes and leaving the property.</p> <p>I noticed this individual walking on E Marginal Way by IGE II. I was able to speak with her momentarily. She stated she got lost and turned around and saw the silver Nissan but stated she had no association. After speaking with SDC5, it was determined that it appeared a female described wearing a black top, jean shorts and a green bag was on camera breaking into the mailbox, and the Nissan driving by her while she was at the mailbox. This appears to be the same female I had spoken with.</p> <p>When I was speaking with her, the Nissan drove by and parked off the side of the road and watched our interaction. At this point I returned to my vehicle, feeling unsafe and left the area. SDC5 called Tukwila PD to inform them of the incident and has the incident number. The last direction the woman was walking was southbound on 37th Ave S. The woman I spoke with is described as a Hispanic female, approx. 5'6, wearing a black tank top, jean shorts, a white face mask and carrying a green bag.</p> <p>Captain Hair arrived at approx. 0500hrs and took pictures of the mailbox. I informed him of the situation further.</p>					
END OF REPORT					

	Signature: SGT S. Rita	Date: 03.29.2021	Time: 6:30 AM
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INCIDENT REPORT



Date of Incident: 6/25/2021

Time of Incident: 1450

1. Client: Sabey Data Center	Address: 3355 S. 120 th Pl. Tukwila, WA	Post: SDC building 5
2. Client Notified: Yes	Time: 2000	Name: Jerry Himmelsbach Title: Facilities Engineer
Fire 3.G4S Notified: Yes	Time: 2114	Name: Andrew Hair Title: Site Supervisor
4. Police Notified: Yes	Time: 2023	Officers Name: Jessica Armstrong RPT#/Badge#:

5. Persons Involved/Witnesses (Insert category of relationship letter opposite name in * column. A. Employee B. Client Employee C. Other)

*	Name/Position Title	Phone #	Organization Name & Address
A	S/O Kenneth Adam	206-730-3809	Sabey Data Center 3355 S. 120 th Pl. Tukwila, WA
B	S/O Shawn Singh	206-390-0748	Sabey Data Center 3355 S. 120 th Pl. Tukwila, WA
C.	Gerald Hemmelsbach	206-919-0172	Sabey Data Center 3355 S. 120 th Pl. Tukwila, WA

6. Description of Property/Equipment. Site Mailboxes

7. At about 2000 I was informed that the mailboxes had been broken into by Sabey Engineer Garald Hemmelsbach. I then started to look at our video footage to find out what time the boxes were broken into. At about 1447 a white van is seen to enter the property from 120th ST. It then stops next to the mail boxes and apparently sees the mailman drive on site and proceed to park next to Building 1. They then wait for the mailman to leave site at about 1450 before opening the mailbox with some type of tool that is handed to the female subject at about 1453. They then take all the mail that was in the boxes. At about 1455 they leave property on 120th ST. We were able to get the plate number of the van B79437F.

At about 2023 Tukwila Police was contacted. At about 2031 Jessica Armstrong from TPD arrived on site and made contacte with S/O Singh. At 2040 she came down to the Seurity Office to review the video that we had as well as the picture of the licence plate of the white van. We were then inforemed that the van was reported stolen and that it was seen at a Koles. When I had all the information that I could find/get I then called S/S Hair and informed him as to what had happened.

END OF REPORT

Signature: Kenneth J. Adam II	Date: 6/28/2021 Time: 0635
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INCIDENT REPORT



Date of Incident: 7/3/2021

Time of Incident: 1806

1. Client: Sabey Data Center	Address: 3355 S. 120 th Pl. Tukwila, WA		Post: SDC building 5
2. Client Notified: Yes	Time: 1806	Name: Anthony Rowe	Title: Night Engineer
Fire 3.G4S Notified: Yes	Time: 1823	Name: Andrew Hair	Title: Site Supervisor
4. Police Notified: Yes	Time: 1818	Officers Name: T. Matsuyuama Patrol Division	RPT#/Badge#: Case Number 21-3359
5. Persons Involved/Witnesses (Insert category of relationship letter opposite name in * column. A. Employee B. Client Employee C. Other)			
*	Name/Position Title	Phone #	Organization Name & Address
A	S/O Kenneth Adam	253-970-5341	Sabey Data Center 3355 S. 120 th Pl. Tukwila, WA
B	Engineer Anthony Rowe	206-496-9209	Sabey Data Center 3355 S. 120 th Pl. Tukwila, WA
C.			
6. Description of Property/Equipment. Mailboxes broken into again			
7. Description of incident			
<p>At 1809 I was waved down by Anthony Rowe as the mailboxes had just been broken into and the van was leaving as I was pulling up. When I went into the video to see what time and where they came from, I found them on camera at 1806 as they were turning into the property from 120th. They then arrive at the mailbox at 1807 and proceed to take whatever mail was in the boxes. We see two suspects exit the van, Toyota plate number 397-XSO or Q one Black male and one Black female. They then walk up to the mailbox and act like they belong and open the boxes. At 1809 they leave the mailbox with what they were able to grab and leave site. As they were leaving I was pulling up and seen them leaving. At that time I seen that the mailboxes were open again and I know they were not open when I drove by a few minutes before. At 1812 I started to look at footage to have it ready when the TPD showed up. We then called them at 1818. They arrived on site at 1900 and that is when I gave them all the info that I had gathered.</p> <p style="text-align: center;">END OF REPORT</p>			

Signature: S/O Kenneth J. Adam II	Date: 7/3/2021 Time: 1915
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INCIDENT REPORT



Date of Incident: FEB.24.2021

Time of Incident: 23:05hrs

1. Client: Sabey	Address 3355 s 120 th PL Tukwila, WA 98168		Post: Sabey Closed Patrol
2. Client Notified: Yes	Time: 23:05hrs	Name: MS S/O Furest	Title: Security Officer
3. G4S Notified: Yes	Time: 23:05hrs	Name: S/O Ali	Title: Security Officer
4. Police Notified: N/A	Time: N/A	Officers Name:	RPT#/Badge#:

5. Persons Involved/Witnesses (Insert category of relationship letter opposite name in * column. A. Employee B. Client Employee C. Other)

*	Name/Position Title	Phone #	Organization Name & Address
A	S/O Peneueta	206-390-0748	Sabey Closed Patrol Security
B	S/O Furest	N/A	Microsoft Security
C	S/O Ali	206-730-3809	Sabey Security

6. Description of Property/Equipment.
Inter Gate East BLDG 5 SE park. lot

7. Description of incident.

On Feb.24.21 at approx. 2300 hrs., I arrived at IGE 5 SE park. Lot to find two cars in the parking lot. The first car I noticed was a Ford diesel truck that had a man inside with the car running. Thinking it was a tenant technician I had moved on to the next car that I seen which was a white minivan. The pilot lights being on I had initially thought the car belonged to a security guard or employee of bldg. 5 so I had circled the parking lot. Coming back to the van I had discovered 3 gasoline tanks underneath the Microsoft owned vehicle and that some type of fluid was leaking from under the vehicle. When I got out of the vehicle to further inspect, I found a man hiding behind the van, trying to avoid me. Immediately I tell him to leave and radio Sabey front desk security to inform the Microsoft security guard of the event and to make his way down to the parking lot. As I am parked in front of the van talking to S/O Fasil, the man in the truck speeds out of the parking lot and makes his way to the parking lot of IGE II. I get out of the car and am talking to the man that is taking his time getting into the van to buy time for the Microsoft guard to get to the scene. I take pictures of the man and the plates of the minivan. The truck speeds from the IGE II lot, back to the IGE 5 SE parking lot and tries to ram the Sabey vehicle out of the way for the minivan to have room to flee the scene. I back out of the way slowly, as to still buy time for the MS security guard to get the plates of the truck, as he only had plates installed on the back of his truck. But before the MS guard could get to the scene, I had backed up enough for the Minivan to get out and both cars fled the scene. No one was hurt, the only damage to property was the MS owned vehicle, and the pics that I have taken of the mini van was given to the MS guard for his reports.

The build of the man in the Minivan was an older white gentleman early to late 50's, and the man in the truck was a middle aged white man red hair he never exited his vehicle so the description is what was seen from the truck window.

END OF REPORT

	Signature: Officer Peneueta	Date: 02.8.2021	Time: 6:30 AM
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INCIDENT REPORT



Date of Incident: May.27.2021

Time of Incident: 18:10 AM

1. Client: Sabey		Address: 3355 S 120 th pl, Tukwila, WA 98168		Post: Sabey Closed Patrol	
2. Client Notified: No		Time: 16:10	Name: Security Captain		Title: Captain Andrew Hair
3. G4S Notified: Yes		Time: N/A	Name: N/A		Title: N/A
4. Police Notified: Yes		Time: 16:20	Officers Name:		RPT#/Badge#:
5. Persons Involved/Witnesses (Insert category of relationship letter opposite name in * column. A. Employee B. Client Employee C. Other)					
*	Name/Position Title	Phone #	Organization Name & Address		
A	S/O Singh	206-407-4852	Sabey Closed Patrol Security		
B					
C					
6. Description of Property/Equipment. Sabey Data Center, Providence Upper parking lot					
7. Description of incident.					
<p>On 27 May 2021 at approx. 18:10, I was recently clocked in and briefed by S/O Adam about a possible stolen catalytic converter in upper SDC 5 parking lot. I get a call from Josh Simpson from providence that his car got broken into. I arrive to Josh in the back-parking lot of Providence at 18:17 and documented my findings. His car is a grey Subaru WRX which appeared to have had the passenger's side window smashed in. Josh stated that the thief may have taken an old phone from the center console. I then give Josh the number for Tukwila PD non-emergency to make a report. Tukwila PD Arrived at 1640 to speak with Josh Simpson.</p> <p style="text-align: center;">END OF REPORT</p>					

	Signature: S/O Singh	Date: 05.27.2021	Time: 16:10
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12201 Tukwila International Boulevard, 4th Floor Seattle, WA 98168-5121
 Phone: 206-281-8700 Fax: 206-282-9951

INCIDENT REPORT
Email to Incident@sabey.com ASAP

Date of Incident: 05/27/2021	Time: 4:45pm	Report Prepared By: Mike Anderson
Type of Incident (Personal Injury?): _____ Was Medical Attention Required/Administered: _____		
Type of Incident (Property Damage?): _____Auto Theft and Vandalism_ What Property Was Damaged: Auto/Theft_____		
Other Incident (please explain) _____		
Location of Incident: ___IGE and IGE II_____ Weather conditions:___Rain/Sun Mix_____		
Police Report: Yes Filed by Josh Simpson with Providence Infusion Pharmacy – Report number and information being obtained	Officer Name: TBD	Case Number: TBD
Pictures or Video Taken?		

Description of Incident
(Include a Complete List of Loss)
 Attach additional pages if necessary

<p>IGE II Incident: On 27 May 2021 at approx. 18:40, I was finishing my first patrol of IGE II and discovered a CellNetix car with a broken window. Appears to be a hole in the window, rest of the window is still intact. The car is a grey Pontiac Vibe license plate number B99862R; vehicle ID: 971NX. This was discovered after two previous incidents on IGE the same day that had to do with cars being broken into. Discovered that this vehicle was not on any cameras. End of report.</p>
<p>IGE Incident: On 27 May 2021 at approx. 18:10, I was recently clocked in and briefed by S/O Adam about a possible stolen catalytic converter in upper SDC 5 parking lot. I get a call from Josh Simpson from providence that his car got broken into. I arrive to Josh in the back-parking lot of Providence at 18:17 and documented my findings. His car is a grey Subaru WRX which appeared to have had the passenger’s side window smashed in. Josh stated that the thief may have taken an old phone from the center console. I then give Josh the number for Tukwila PD non-emergency to make a report. Tukwila PD Arrived at 1640 to speak with Josh Simpson.</p>
<p>MA: These incidents were tracked after the fact there were no visible plates on the suspects vehicle. SDC Security is still investigating to find any additional information. Cellnetix has been notified at this time and I am working on an email to Providence after I finish this incident report. I have attached the links to the videos that I was sent and will upload anything additional I find on this email chain.</p>

Contact Involved

Name:	Address:
Home Phone:	Work Phone:
Reason for visit?	
What was your involvement in the incident?	
Where were you located at the time of the incident?	

Witness Information

Name:	Address:
Home Phone:	Work Phone:
What was your involvement in the incident?	
Where were you located at the time of the incident?	
What did you see?	

Witness Information

Name:	Address:
Home Phone:	Work Phone:
What was your involvement in the incident?	
Where were you located at the time of the incident?	

Witness Information

Name:	Address:
Home Phone:	Work Phone:
What was your involvement in the incident?	
Where were you located at the time of the incident?	
What did you see?	



12201 Tukwila International Boulevard, 4th Floor Seattle, WA 98168-5121
 Phone: 206-281-8700 Fax: 206-282-9951

INCIDENT REPORT
Email to Incident@sabey.com ASAP

Date of Incident: 11/4/2020	Time: 0800	Report Prepared By: Mike Anderson
Type of Incident (Personal Injury?): _____ Was Medical Attention Required/Administered: _____		
Type of Incident (Property Damage?): _____ Yes_____ What Property Was Damaged: _Catalytic Converter Stolen_____		
Other Incident (please explain) _____		
Location of Incident: _____		Weather conditions: _____
Police Report: No	Officer Name:	Case Number:
Pictures or Video Taken? No		

Description of Incident
(Include a Complete List of Loss)
Attach additional pages if necessary

We received a report this morning that an employee of Sahale Snacks had their catalytic converter stolen from off their vehicle while it was parked at work . It was a Silver Toyota Prius , between the hours of 5:30am and 6:00pm on 11/4/2020 attached is a map of the parking spot that they were parked in . I am not sure if we have any camera footage of that exact location but if you could please review the cameras during that time to see if we can narrow down a suspect. The red dots are where the 2 PM cameras are located the yellow dot is where the car was parked. There was no police report filed , they didn't know what was wrong with the vehicle when they got in it and drove it to the car repair shop then today they were told by the dealership that the catalytic converter had been cut out .

SABEY

Contact Involved

Name:	Address:
Home Phone:	Work Phone:
Reason for visit?	
What was your involvement in the incident?	
Where were you located at the time of the incident?	

Witness Information

Name:	Address:
Home Phone:	Work Phone:
What was your involvement in the incident?	
Where were you located at the time of the incident?	
What did you see?	

Witness Information

Name:	Address:
Home Phone:	Work Phone:
What was your involvement in the incident?	
Where were you located at the time of the incident?	

Witness Information

Name:	Address:
Home Phone:	Work Phone:
What was your involvement in the incident?	
Where were you located at the time of the incident?	
What did you see?	

INCIDENT REPORT



Date of Incident: FEB.12.2021
Time of Incident: 18:30 PM

1. Client: Sabey	Address: 12500 Tukwila International BLVD Tukwila, WA 98168	Post: Sabey Closed Patrol
2. Client Notified: NO	Time: 18:30 PM	Name: Security Captain
3. G4S Notified: NO	Time: N/A	Name: N/A
4. Police Notified: Yes	Time: 18:30 PM	Officers Name: S/O Singh
5. Persons Involved/Witnesses (Insert category of relationship letter opposite name in * column. A. Employee B. Client Employee C. Other)		
*	Name/Position Title	Phone #
A	S/O Singh	206-407-4852
B		
C		
6. Description of Property/Equipment. Department of Homeland Security, main entrance		
7. Description of incident.		
<p>On 12 February 2021 at approx. 18:30 PM, I drove to the main entrance of DHS after patrolling IGE II and I immediately notice a man with a black jacket and blue jeans on the property. I approached the man and after a brief conversation, it was clear that he was under the influence. I asked if he needed any assistance or directions, but he was incoherent. He walked away from me and began defecating in the bushes. I called Tukwila non-emergency and they sent Officer Wells to scene. After talking to him for a bit, Officer Wells called an ambulance and they took him off the scene at 1920. No other issues or property damage. Case number: 21-730. End of report.</p> <p style="text-align: center;">END OF REPORT</p>		

Signature: S/O Singh	Date: 02.12.2021	Time: 6:30 PM
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INCIDENT REPORT



Date of Incident: 2/20/2021

Time of Incident: 2030-0100

1. Client: Sabey Data Center		Address: 3355 S. 120 th Pl. Tukwila, WA		Post: SDC building 5	
2. Client Notified: 2/22/2021		Time: 1600	Name: Ryan Monson		Title: Operations Manager
3.G4S Notified: 2/22/2021 2/23/2021		Time: 1600 0600	Name: Brandon Varice Andrew Hair		Title: Security Officer Title: Securiry Supervisor
4. Police Notified: N/A		Time:	Officers Name:		RPT#/Badge#:
5. Persons Involved/Witnesses (Insert category of relationship letter opposite name in * column. A. Employee B. Client Employee C. Other)					
*	Name/Position Title	Phone #	Organization Name & Address		
A	N/A				
B					
C.					
6. Description of Property/Equipment. Multiple Vehicles in Upper South Parking.					
<p>7. Description of incident: On 02/20/21 at or about 2030 till 0045 on 2/21/2021 a suspect was prowling vehicles in the upper south parking. Subject was wearing a black hooded sweatshirt and dark colored pants. At about 2100 he put on an orange vest or jacket that he found in the Microsoft truck. I was not able to see his face during the incident due to it being dark. He damaged several vehicles. Including the two Microsoft vehicles, a white vehicle belonging to David Tommasini from INAP, a black newer model sedan, a red smaller hatchback, and a tan van belonging to Security Officer Stahley. The vehicle belonging to David Tommasini had damage to the front end, Passenger side window, and back lights. The Microsoft vehicles were gone through and items were taken out of them. No obvious damage to the vehicles. No damage was reported from the other vehicles involved to SDC Security or staff. Below is a time line of the incident.</p> <p>At about 2030 Subject is seen coming on property through IGE II building A. He walks to the south parking area. 2036 Walks by stairs heading towards the Microsoft Truck. 2044 to 2104 Seen at the Microsoft Truck. He enters the vehicle and eventually comes out the passanger side. 2106 Puts on the orange vest or jacket that he found in the Microsoft truck. 2110-2158 Moves to the black newer model sedan. Looking around and under the vehicle. Pulling on the hood and door. He spends several minutes under the vehicle. 2158-2159 Looking at the Gray Van belonging to the Security Officer Stahly. Tugs at the hood. 2159-2203 Goes back to the Microsoft Truck and looks around it. 2203-2206 Goes to the white car belonging to David Tommasini. Looking in the windows. 2206-2208 A truck is seen at the top of the parking lot on the other side of the Ballards. Subject hurries over to the wooded area by the retaining pond until that vehicle leaves. 2208-2216 Subject goes to the small red hatchback and looks in the vehicle. 2216-2234 Subject goes back to the black car and hides around it as Mobile Patrol is in the area. When Mobile Patrol is in the upper parking area the subject darts around the black vehicle to hide from the view of Mobile Patrol. 2234-2239 Subject moves to the Gray Van and tugs at the hood of the vehicle. 2239-2250 Subject moves back to the black car. Looking around the vehicle. 2250-2328 Subject goes into the Microsoft Van. He enters first through the drivers side door. A person is seen arriving at about 2255 going down the stairs. The mobile patrol does a patrol in the area as the subject is in the Van. 2214 the red car leave site. Subject is seen going into the back of the Microsoft Van during this time. At 2324 he is seen taking a long silver pole out of the back of the Microsoft Van. 2328-2350 Seen walking between the white car and the Microsoft Truck. Collecting items that he took out of the Microsoft Vehicles in the</p>					

back of the Microsoft truck. Using the pole on the front end of the white car to possibly pop the hood. Eventually throwing the pole in the bushes next to the white car.

2350-0021 At the white car on the passenger side. Looking as if he is messing with the driver's window or side mirror. Attempting to pull at it. Works his way towards the back of the vehicle. Seen messing with the rear light until the alarm goes off at 0020. He walks away from the car.

0023-0034 Brings over bucket and bag to the front of the white car. Messing with the front end of the vehicle.

0034 Goes back into the Microsoft truck as Mobile Patrol arrives for a patrol

0040 Mobile Patrol Officer Singh finds the bucket and backpack from Microsoft on the ground in front of the white vehicle. Subject can be seen hiding behind the Microsoft Van while Officer Singh takes the items to the main security office. When Officer Singh goes down the stairs the subject looks to where the items were at and walks off property going up the hill past the ballards at 0044. Officer Singh notices him and watches as he leaves property.

END OF REPORT

Capt Andrew Hair	Signature:	Date: 2/23/2021 Time: 1026
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INCIDENT REPORT



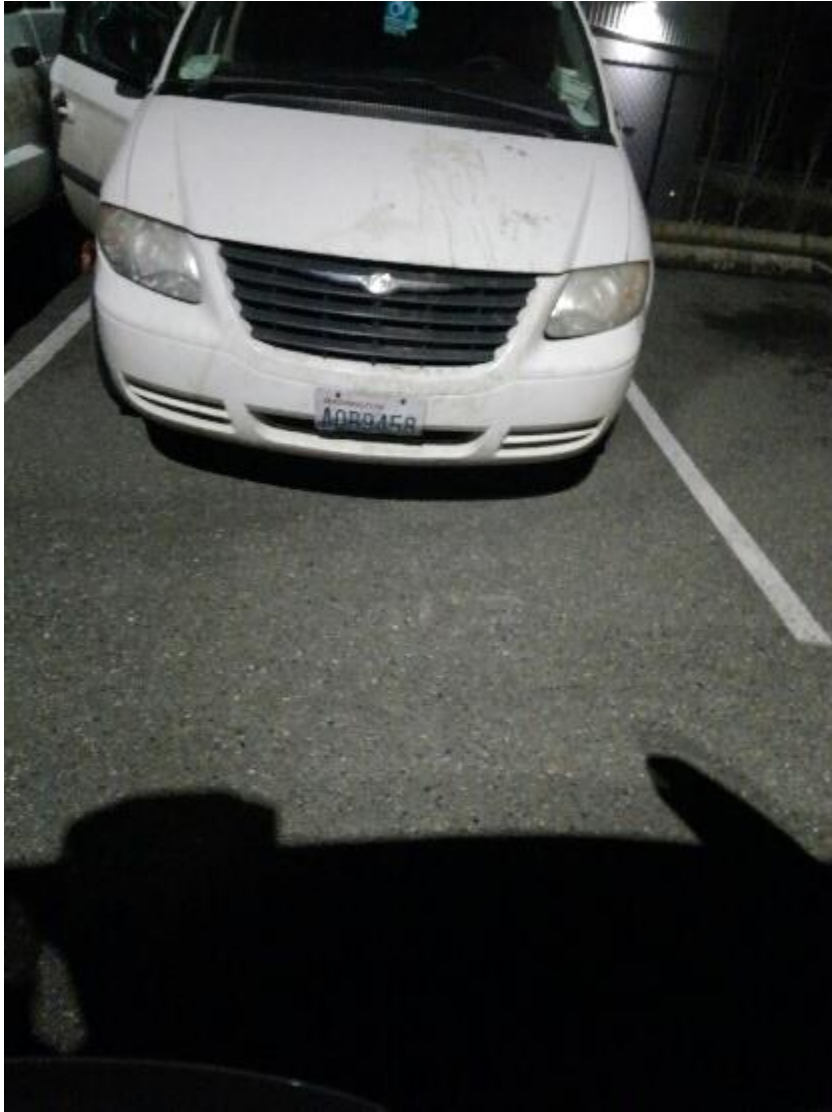
Date of Incident: 2/24/2021

Time of Incident: 2245-2310

1. Client: Sabey Data Center		Address: 3355 S. 120 th Pl. Tukwila, WA		Post: SDC building 5	
2. Client Notified: Yes		Time: 0600	Name: Ryan Monson		Title: Operations Manager
Fire 3.G4S Notified: Yes		Time: 0600	Name: Joseph Beaux, Ed Billington, Christopher Neil		Title: Operations Manager
4. Police Notified:		Time:	Officers Name:		RPT#/Badge#:
5. Persons Involved/Witnesses (Insert category of relationship letter opposite name in * column. A. Employee B. Client Employee C. Other)					
*	Name/Position Title	Phone #	Organization Name & Address		
A					
B					
C.					
6. Description of Property/Equipment. Fire alarm sounded with strobes going off, Trouble alarm in CP 3 Z28 first floor					
7. Description of incident:					
<p>At about 2245 till about 2310 we had an incident in the Upper South Parking of fuel being stolen out of the Microsoft truck. This is an overview based on what was seen on the footage as well as the information provided by the Mobile Security Officer Peneueta.</p> <p>At about 2237 two vehicles can be seen coming onto property. One white van (see attached pictures) and one Ford diesel truck. At few minutes later the vehicles go up into the Upper South Parking. The white goes and backs into the parking spot next to the Microsoft truck. The Ford truck goes and backs into a spot on west side of the parking lot next to the retaining pond.</p> <p>You can see a subject coming out of the van and start to pull on the gas cap of the Microsoft truck. When he is unable to get into the gas cap you can see the subject pulling something out of the side door of the van. He lays under the Microsoft Truck. (later found out from Microsoft that he drilled holes in the gas tank and drained it)</p> <p>At about 2302 Sabey Mobile Patrol Officer Peneueta is seen arriving and doing a patrol of the parking area. He notices the two vehicles. He stops at the van at about 2304 to make contact parking the patrol car in front of the van. The subject is seen trying to hide around his van while Officer Peneueta attempts to make contact. Officer Peneueta makes contact with the subject at the front of the vehicle. Officer Peneueta gets back into his vehicle and contacts Microsoft Security.</p> <p>At about 2307 the Ford truck comes back and intimidates Mobile Officer Peneueta to get his vehicle out of the way so the van can leave as well. The truck is seen inching towards the patrol car in an attempt to make him back off. Officer Peneueta backs up and lets the vehicles leave without further incident. (see incident report from Officer Peneueta).</p> <p>The two vehicles leave via 124th.</p> <p style="text-align: center;">END OF REPORT</p>					

Capt A. Hair	Signature:	Date: 2.25.2021 Time: 0745
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INCIDENT REPORT



Date of Incident: 04/12/2021

Time of Incident: 0230

1. Client: Sabey Data Center		Address: 3355 S. 120 th Pl. Tukwila, WA		Post: N Lobby	
2. Client Notified: Yes		Time: 0930	Name: Ryan Abel/Ryan Monson		Title: Facility Engineer
3. G4S Notified: Yes		Time: 0700	Name: Andrew Hair		Title: Security Supervisor
4. Police Notified: No		Time:	Officers Name:		RPT#/Badge#:
5. Persons Involved/Witnesses (Insert category of relationship letter opposite name in * column. A. Employee B. Client Employee C. Other)					
*	Name/Position Title	Phone #	Organization Name & Address		
A	Greg Wren	2067956895	Tata Consulting (Microsoft)		
B					
C.					
6. Description of Property/Equipment. Greg Wren personal vehicle.					
7. Description of incident. On 4/12/2021 at about 0213 I can see via the reviewed camera footage that a black truck comes into the Upper South Parking and parks next to Greg personal vehicle. We can see someone come out of the truck and look around Greg's vehicle. The subject is wearing a hoodie and jeans. He can be seen going under the vehicle a couple times. The truck leaves at about 0231. Seen on Camera leaving via 124 th at about 0232. Greg Wren notified us at about 0700 that he had damage around his tail pipe. Like someone was trying to get to a converter. Our night officer notified mobile patrol at 0227 of a suspicious vehicle. At about 0235 Mobile Patrol investigates the vehicle and the other vehicles in the Upper South Parking lot. Sgt Rita does not go under the vehicle to check for damage. He looks at the windows, door, and steering columns. Not finding any damage Sgt Rita leaves about 10 min later. END OF REPORT					

Capt A. Hair	Signature:	Date: Time: 04/12/2021 1000
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INCIDENT REPORT



Date of Incident: 10/7/2020
Time of Incident: 2300-0700

1. Client: Sabey Data Center		Address: 3355 S. 120 th Pl. Tukwila, WA		Post: N Lobby	
2. Client Notified: Yes		Time: 0800	Name: Ryan Able		Title: Assistant Manager
3.G4S Notified: N/A		Time:	Name:		Title:
4. Police Notified: N/A		Time:	Officers Name:		RPT#/Badge#:
5. Persons Involved/Witnesses (Insert category of relationship letter opposite name in * column. A. Employee B. Client Employee C. Other)					
*	Name/Position Title	Phone #	Organization Name & Address		
A	Gregory Wren		TCS Microsoft		
B					
C.					
6. Description of Property/Equipment.					
7. Description of incident.					
Between 10.6.2020 2300 to 10.7.2020 0700. Gregory Wren of TCS Microsoft vehicle was broken into at the upper south parking. In the diagonal parking between SDC building 5 and IGE II. The driver back window was smashed in. Gregory stated that he was last at his vehicle at about 2300 last night. He had several things stolen out of his vehicle. Two umpire bags with about \$400 dollars in gear. Owners manual for his vehicle, Various CD's, a new seat cover, and some cloths. He is going to file a police report.					
END OF REPORT					

Sec Capt Hair	Signature:	Date: Time: 10.7.2020 0800
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CONDITION REPORT

Security Unit Reporting: Mobile Patrol

Client: Sabey
Date: 25 May 2021

Address: IGE
Time: 01:40 AM

The following condition was noted and is brought to your attention for information or corrective action, as appropriate:

At approx. 01:40 AM I received a call from the Security Officer at SDC5 informing me of potential car prowlers in the upper parking lot while en route to IGE for routine patrol. The S/O updated me on the vehicle's location as I was driving. The vehicle left the parking lot at approx. 01:42 AM on S 124th and turned right (southbound) onto E Marginal Way. I saw this vehicle leave our property. I did not see a front license plate, so I turned around into IGE II to get a view of the back of the vehicle. The driver then took off at a high rate of speed and I was unable to see the rear license plate.

After the driver had left the vicinity, I inspected the vehicles in the upper parking lot and did not notice any obvious signs of theft or damage. I reviewed the footage of the vehicles path through IGE and from the Meraki recordings determined the vehicle entered IGE at approx. 01:36 AM from S 120th street, proceeded through IGE, entered the upper parking lot, peered into vehicles and left the property at approx. 01:42 AM. I asked the SDC5 S/O to review footage on the cameras I do not have access to.

While inspecting vehicles near BLDG 1, I noticed an open trunk on a vehicle in front of the N entrance to Sahale Snacks. With the assistance of another employee, I was able to locate the vehicles owner who informed me nothing was taken or damaged. After reviewing the security footage, it does not appear the vehicle had stopped near BLDG 1. I did not notice any signs of damage or theft on any vehicle at IGE or IGE II and did not see any security footage showing the vehicle travel through IGE II. The police were not contacted as the vehicle was leaving and no signs of theft or damage were seen. End of Report.

Reported by Sean Rita, SGT, Sabey Mobile Patrol

DO NOT WRITE BELOW THIS LINE SECURITY OFFICER INSTRUCTIONS: Use this form to inform the Client and Branch Management of maintenance conditions that may warrant attention but that do not meet Incident Report criteria. This form should be used to report a problem or condition such as a loose door knob, a broken chair, a stiff lock, etc.

“Address” should be the client site or facility.

“Time” entries should reflect the 24-hour clock (1310, 1630, 2210, etc.)

“Location” should reflect the area within the Site or facility. Items reported should be noted in the Daily Activity Report



CONDITION REPORT

Security Unit Reporting: Mobile Patrol

Client: Sabey

Address: IGE

Date: 25 May 2021

Time: 21:20hrs

The following condition was noted and is brought to your attention for information or corrective action, as appropriate:

At approx. 21:20hrs I was parked near BLDG 4 at IGE observing the property and watching the Meraki Security cameras when a blue Dodge Challenger entered the property and traveled westbound between BLDG's 2 & 3, towards Providence. I observed the vehicle turn to the rear parking lot behind BLDG 5 and the vehicle began burning out and doing donuts. I immediately informed SDC5 over radio and began traveling to intercept the vehicle. I made contact with the driver shortly after who made a joke about buying the vehicle. I informed him that this was private property, it was extremely dangerous to do stunts like that with people walking and driving around our property and that he is not allowed back on our property.

I radioed SDC5 the license plate of the vehicle, but I believe the radio cut out, so I am unsure if the full plate was recorded. I was not able to write down the plate as my full attention was on maintaining a safe distance from the vehicle. I followed the vehicle out of our property, they entered and exited on S 120th Street. End of Report.

Reported by Sean Rita, SGT, Sabey Mobile Patrol

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CONDITION REPORT

Security Unit Reporting: Mobile Patrol

Client: Sabey

Address: IGE II

Date: Aug. 29, 2020

Time: 18:42

The following condition was noted and is brought to your attention for information or corrective action, as appropriate:

On Aug. 29,2020 at 18:42 I noticed the black gate between DHS public parking and IGE is damaged. I manually opened the other gate so no more damage would happen. I called the 24 on call engineer line and informed them of the problem. The on call engineer called back and I informed him of the problem. He said he would investigate the problem. No other issues to report.

In the past this same set of lights have been out due to a timer issue FYI.

Reported by: S/O Stahly, Sabey Mobile Patrol

DO NOT WRITE BELOW THIS LINE SECURITY OFFICER INSTRUCTIONS: Use this form to inform the Client and Branch Management of maintenance conditions that may warrant attention but that do not meet Incident Report criteria. This form should be used to report a problem or condition such as a loose door knob, a broken chair, a stiff lock, etc.

“Address” should be the client site or facility.

“Time” entries should reflect the 24-hour clock (1310, 1630, 2210, etc.)

“Location” should reflect the area within the Site or facility Items reported should be noted in the Daily Activity Report



CONDITION REPORT

Security Unit Reporting: Mobile Patrol

Client: Sabey

Address: IGE

Date: 7 Oct. 2020

Time: 18:00hrs

The following condition was noted and is brought to your attention for information or corrective action, as appropriate:

I was pulled aside by the neighbors that live close to the SE parking lot of IGE BLDG 5, and they proceeded to tell me that their house was robbed and the wooden blockade located in the parking lot was vandalized and pulled out of the ground. The wooden blockades are loose and the bolts holding it down, have been broken off. The neighbors have asked that Sabey please increase lighting in the area to increase deterrence. The on call engineer was not called at this was not an immediate emergency.

Reported by: Samson Peneueta, S/O, Sabey Mobile Patrol

DO NOT WRITE BELOW THIS LINE SECURITY OFFICER INSTRUCTIONS: Use this form to inform the Client and Branch Management of maintenance conditions that may warrant attention but that do not meet Incident Report criteria. This form should be used to report a problem or condition such as a loose door knob, a broken chair, a stiff lock, etc.

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CONDITION REPORT

Security Unit Reporting: Mobile Patrol

Client: Sabey
Date: 26 NOV 2020

Address: DHS
Time: 11:05 PM

The following condition was noted and is brought to your attention for information or corrective action, as appropriate:

On 26 November 2020 at approx. 11:30 PM, I was driving back to DHS from IGE/IGE II and I discovered that the new line wire barrier had been cut. I investigated further and noticed that the black gate at DHS (top of hill) had also had its chain cut. I quickly checked for any persons/vehicles near the property. I also checked for any break ins/missing items from DHS. Nothing had been taken or broken into. The gate just off property, (other side of 120th) Seattle Metro? There gate chain was also broken.

Reported by: S/O Singh, Sabey Mobile Patrol

DO NOT WRITE BELOW THIS LINE SECURITY OFFICER INSTRUCTIONS: Use this form to inform the Client and Branch Management of maintenance conditions that may warrant attention but that do not meet Incident Report criteria. This form should be used to report a problem or condition such as a loose door knob, a broken chair, a stiff lock, etc.

"Address" should be the client site or facility.

"Time" entries should reflect the 24-hour clock (1310, 1630, 2210, etc.)

"Location" should reflect the area within the Site or facility Items reported should be noted in the Daily Activity Report



CONDITION REPORT

Security Unit Reporting: Mobile Patrol

Client: Sabey

Address: DHS

Date: 17 March 2021

Time: 1955 hrs

The following condition was noted and is brought to your attention for information or corrective action, as appropriate:

Arrived on site and found glass around the Kemp West trucks parked on the S end of the lowered parking lots. The glass was from a Kemp West truck and the Tenant had already placed cardboard over the window. No other damage or any signs of illegal activities found on said truck as well as the surrounding vehicles. Pics in phone.

Reported by S/O Peneueta Sabey Mobile Patrol

DO NOT WRITE BELOW THIS LINE SECURITY OFFICER INSTRUCTIONS: Use this form to inform the Client and Branch Management of maintenance conditions that may warrant attention but that do not meet Incident Report criteria. This form should be used to report a problem or condition such as a loose door knob, a broken chair, a stiff lock, etc.

"Address" should be the client site or facility.

"Time" entries should reflect the 24-hour clock (1310, 1630, 2210, etc.)

"Location" should reflect the area within the Site or facility Items reported should be noted in the Daily Activity Report



CONDITION REPORT

Security Unit Reporting: Mobile Patrol

Client: Sabey
Date: 27 July 2021

Address: IGE
Time: 01:40 AM

The following condition was noted and is brought to your attention for information or corrective action, as appropriate:

I arrived on site at approx. 0200hrs when I discovered a suspicious truck parked next to the exterior generators outside of IGE bldg.2. He immediately speeds off the premises as soon as they see's the security vehicle. The vehicle was a dark blue Chevy pick up truck with tinted windows and landscaping tools in the flatbed. I successfully made sure the vehicle left the property and did not enter any other Sabey properties. I was not able to identify the vehicles license plates, as I was not able to get close enough to the car.

After patrolling the immediate area as well as IGE II to search for any signs of illegal activity, I discovered nothing. I also inspected the exterior generators and surrounding area to find no signs of illegal activity or property damages.

I reported the incident to the Tukwila non emergency line and asked for a unit to patrol through the area, on top of trespassing the vehicle. I did not receive a call back. Prolonged patrols were conducted throughout the remainder of the shift.

End of Report

Reported by SGT Peneueta, Sabey Mobile Patrol

DO NOT WRITE BELOW THIS LINE SECURITY OFFICER INSTRUCTIONS: Use this form to inform the Client and Branch Management of maintenance conditions that may warrant attention but that do not meet Incident Report criteria. This form should be used to report a problem or condition such as a loose door knob, a broken chair, a stiff lock, etc.

"Address" should be the client site or facility.

"Time" entries should reflect the 24-hour clock (1310, 1630, 2210, etc.)

"Location" should reflect the area within the Site or facility Items reported should be noted in the Daily Activity Report



INFORMATIONAL MEMORANDUM

TO: Transportation and Infrastructure Services Committee
FROM: Hari Ponnekanti, Public Works Director/City Engineer
BY: Cyndy Knighton, Senior Program Manager
CC: Mayor Ekberg
DATE: November 3, 2023
SUBJECT: Transportation Element of the Comprehensive Plan
Project No. 90810406, Contract No. 22-061
Supplemental Agreement

ISSUE

Execute a supplemental agreement with Fehr & Peers for Phase 2 of the transportation modeling services in conjunction with the 2024 update to the Transportation Element of the City’s Comprehensive Plan.

BACKGROUND

In April 2022, the City entered into a contract with Fehr & Peers in the amount of \$396,993.43 to perform the modeling services and background analysis for the update to the Transportation Element. At the time of the initial contract, only \$400,000 was available for the work, which was inadequate to perform all the necessary analysis for this major update. To work within the available budget, the scope included only the initial model development and partial outreach efforts.

DISCUSSION

The attached scope of work will complete the required analysis of future conditions, including analyzing some alternative future land uses and developing a list of future road projects that could be necessary over the next 20 years. Additional public outreach will be conducted to share the results of the existing conditions analysis and to gather input on whether this long-range plan is capturing the needs of the greater Tukwila community. The report will include a new update to the transit needs, which will aid the City’s lobbying efforts with our partner transit providers. A new level of service standard will be developed to include all modes of transportation, not just the automobile. A major safety analysis will be done under a separate contract, but the findings will be incorporated into the Transportation Element. Finally, a comprehensive look at all transportation needs – for mobility as well as safety – will be presented, including an analysis of the future financial needs.

FINANCIAL IMPACT

The CIP document, published in 2022, estimated that the extra scope of work would cost roughly \$300,000. Due to rising labor costs, this supplement will increase the fee by \$367,190 to a new total of \$764,183.42. Additional funding to complete the work is coming from the City’s 104 fund.

RECOMMENDATION

The Council is being asked to approve the supplemental contract with Fehr & Peers in the amount of \$367,190 and consider this item on the Consent Agenda at the November 13, 2023 Special Meeting.

ATTACHMENTS

- CIP Page 17
- Supplemental Agreement
- Scope of work and Fee Proposal

CITY OF TUKWILA CAPITAL PROJECT SUMMARY

2023 to 2028

PROJECT: **Transportation Element of Comprehensive Plan** Project No. 72010405

DESCRIPTION: Update Transportation Element of the Comprehensive Plan to include updated traffic model and street network plan.

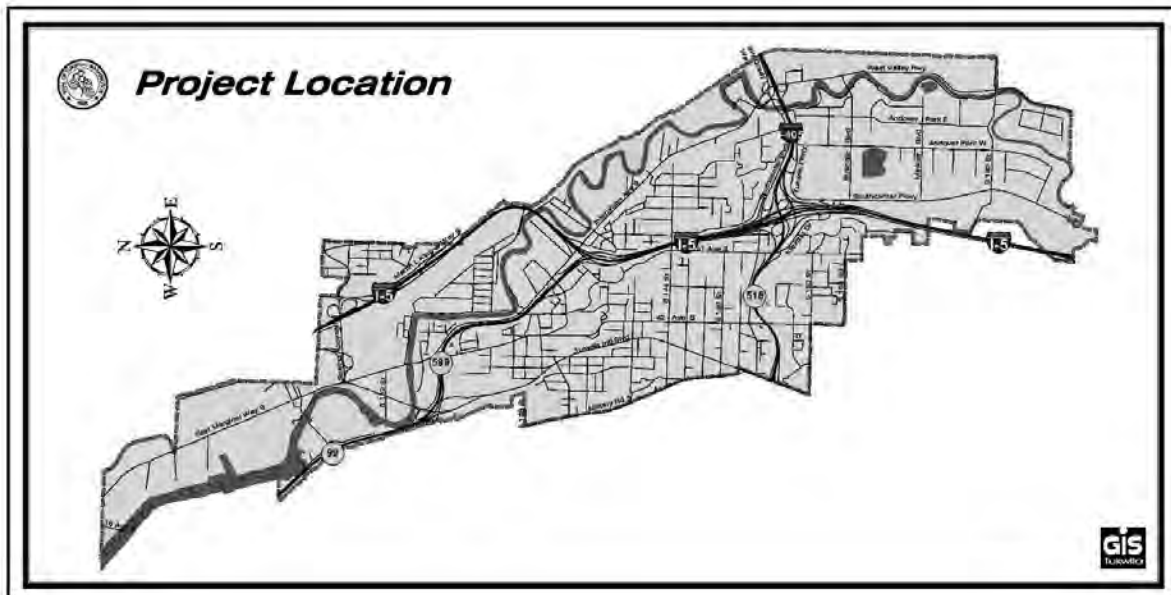
JUSTIFICATION: Growth Management Act transportation concurrency and traffic impact mitigations need updated traffic and capital planning. Adoption by 2024 required by Community Trade and Economic Development (CTED).

STATUS: Update every 8 years. Transportation Element will be coordinated with updates to Comprehensive Plan by the Department of Community Development. Next update is scheduled for 2024. (Updated with extended time due to COVID impacts)

MAINT. IMPACT: None.

COMMENT: An update to the Transit Plan and incorporation of the Walk and Roll Plan (non-motorized) are included in the Transportation Element of the Comp Plan update. Also included is a Road Safety Plan.

FINANCIAL (in \$000's)	Through Estimated									TOTAL	
	2021	2022	2023	2024	2025	2026	2027	2028	BEYOND		
EXPENSES											
Design		396	300							650	1,346
Land (R/W)											0
Const. Mgmt.											0
Construction											0
TOTAL EXPENSES	0	396	300	0	0	0	0	0	0	650	1,346
FUND SOURCES											
Awarded Grant											0
Proposed SS4A Grant			240								240
Mitigation											0
Impact Fees											0
Concurrency Fees	0	396	60	0	0	0	0	0	0	650	1,106
TOTAL SOURCES	0	396	300	0	0	0	0	0	0	650	1,346



CONTRACT FOR SERVICES

Amendment #1

Between the City of Tukwila and Fehr & Peers

That portion of Contract No. **22-061** between the City of Tukwila and **Fehr & Peers** is hereby amended as follows:

Section XX:

2. **Scope of Services.** The Consultant agrees to perform the services, identified on Exhibit "A-1" attached hereto, including the provision of all labor, materials, equipment and supplies.
3. **Duration of Agreement; Time for Performance.** This Agreement shall be in full force and effect for a period commencing upon execution and ending December 31, 2024, unless sooner terminated under the provisions hereinafter specified. Work under this Agreement shall commence upon written notice by the City to the Consultant to proceed. The Consultant shall perform all services and provide all work product required pursuant to this Agreement no later than December 31, 2024 unless an extension of such time is granted in writing by the City.
4. **Payment.** The Consultant shall be paid by the City for completed work and for services rendered under this Agreement as follows:
 - A. Payment for the work provided by the Consultant shall be made as provided on Exhibit B" attached hereto, provided that the total amount of payment to the Consultant shall not exceed \$764,183.42 without express written modification of the Agreement signed by the City.

All other provisions of the contract shall remain in full force and effect.

Dated this _____ day of _____, 20_____.

CITY OF TUKWILA

Allan Ekberg, Mayor

ATTEST/AUTHENTICATED:

Christy O'Flaherty, City Clerk

APPROVED AS TO FORM:

Office of the City Attorney

CONTRACTOR:

By: _____

Printed Name: _____

Title: _____

City of Tukwila Transportation Element Update

Fehr & Peers Scope of Work – October 16, 2023

The scope outlined in this document describes the second phase of the Transportation Element Update, anticipated to span between November 2023 and December 2024. At the beginning of the project, the full project scope was divided into two sections to identify the timeframes in which tasks were expected to be completed. The following tasks covers Phase 1, through adoption of the Transportation Element. This effort is intended to be developed in tandem with the Tukwila Local Road Safety Plan (LRSP), which will be incorporated in the final Transportation Element (TE) Update.

Phase 2

Task 1 Project Management

1.1 Project Management and Communication

Fehr & Peers will continue to lead biweekly project team meetings. Project team meetings are anticipated to be half-hour check-in calls with in-person meetings scheduled as needed.

Deliverables:

- Biweekly project team meeting notes
- Monthly invoices showing the previous month's billing by hours and tasks, and a project status report by task

Task 2 – Future Model Development and Application

2.1 Future Year Scenarios

This task will develop the inputs and necessary modifications for the two future year scenarios: a long-term horizon (no action) and one additional land use scenario. The land use assumptions and transportation networks within the City of Tukwila will be updated based on information provided by the City. Outside of the City, changes will be based on the assumptions in the PSRC model. In conjunction with reviewing model outputs, Fehr & Peers will develop the intersection volume post-processor to be used in analyzing vehicle intersection operations.

Deliverables:

- Model forecasting report summarizing future year inputs and assumptions
- Spreadsheet of future year intersection-level forecasts

2.2 Future Auto Operations Assessment

Fehr & Peers will use the travel demand model to develop future year forecasts at the intersections identified in the existing (year 2018) PM peak hour operations analysis. We will again analyze up to 75 intersections during the PM peak hour using the Synchro model, applying state of the practice methodology. For each intersection, we will report average delay per vehicle and level of service (LOS). Furthermore, future year forecasts will be utilized to perform corridor analyses for both weekdays and weekends during the midday and PM peak hours using SimTraffic. At locations where the LOS standard is not met, we will identify mitigations and report LOS results with mitigations included. If additional intersections are requested by the City, Fehr & Peers will put together a separate scope on a time and materials basis.

Then, we will update the 2018 Synchro network and SimTraffic models to incorporate the proposed project list and analyze operational performance.

Fehr & Peers will draft a memorandum, which will discuss both intersections and corridors operational performance including identifying those that fail to meet the identified operational standard.

Deliverables:

- Forecasted No Action Scenario – PM peak hour Synchro intersection-level and weekday and weekend (midday and PM peak hour) corridor traffic operations results
- Forecasted Land Use Alternative Scenario – PM peak hour Synchro intersection-level and weekday and weekend (midday and PM peak hour) corridor traffic operations results
- One draft and one final summary memo that tabulates traffic operations results with and without the proposed project list. These will include results from two total model runs, and Synchro results for the No Action and Forecasted Land use Alternative scenarios (with and without the proposed project list).

Task 3 – Public Outreach

3.1 Online Engagement and Public Outreach Materials

We will assist the City by defining project messages and creating templates and materials. In order to update the public on for the project, this task includes the following outreach methods:

- Update a project website in English and translated into up to three additional languages.

- Three fact sheets/flyers on the project – one draft and one final version of each – that incorporate Tukwila staff feedback to serve as handout material at events and when engaging with the public and stakeholders.
- Three public outreach boards and activities – one draft and one final version of each – to facilitate in-person discussion.

3.2 City Council Check-Ins

The Consultant team will present at up to two City Council or boards/commissions meetings to report on progress made and to request input from the Council/board/commission. Input will be needed at key points during the development of the Transportation Element, such as:

- MMLOS metrics
- Performance metrics
- Draft project list
- Draft Plan
- LRSP and Vision Zero Statement
- Implementation items (impact fees, financial plan, etc.)

Deliverables:

- Consultant attendance at City Council/boards/commissions meetings
- Presentation materials

Assumptions:

- It is anticipated that any Council presentations related to the LRSP will be coordinated as part of the TE scope of work. If additional meetings with Tukwila City Council are needed to adopt the LRSP or Vision Zero statement, we will develop a separate scope and fee on a time and materials basis.

3.3 Targeted Outreach and Personalized Engagement

Building off targeted outreach performed in Spring 2023, this targeted outreach is likely to consist of phone calls, emails, or attendance (virtually or in person) at community events or meetings. In addition to targeted outreach, Fehr & Peers will attend up to two open house meetings facilitated by the Comprehensive Plan team. In addition, Fehr & Peers will identify locations and audiences for pop-up events or online focus groups designed to serve traditionally underserved communities. We will design targeted outreach events and online focus groups/pop-up events at 1-2 locations to gain public input on the draft project list.

Locations, timing, and activities may vary based on the results of the targeted outreach. We will make use of translators regarding materials and interpreters to help facilitate in-person meetings; these interpreters can be City staff who want to cull long-term relationships or interpreters engaged through a vendor (e.g. Dynamic Languages). For the purposes of budgeting, we have included \$750 in vendor translation services.

Deliverables:

- Meeting agenda and notes
- Pop-up materials including electronic copies of poster boards and PDF files of hand-outs

3.4 Outreach Summary

Fehr & Peers will create a document that summarizes the outreach efforts that were conducted as part of this project, including a description of outreach events and meetings, communities of emphasis, and collected feedback.

Deliverables:

- Outreach summary with graphics

Task 4 – Future Projects Development and Evaluation

Following the understanding of trends and the identification of priorities, the project team will identify policies, programs, and projects that advance the city's priorities.

4.1 Develop Proposed Project List

After reviewing projects in adopted plans, crash data, developing modal networks, identifying MMLOS standards and modal networks, and identifying systemic safety trends in the LRSP, Fehr & Peers will develop the proposed project list. This includes suggesting capital improvements that fill a gap in the multimodal networks. In addition, Fehr & Peers will work with City staff to add projects identified in the online webmap. These improvements will address needs identified for all modes and support the established transportation goals.

Fehr & Peers will lead up to three meetings with City staff. In the first meeting with City staff, we will review the final list of roadway projects in adopted plans and programs provided by City staff. In addition, Fehr & Peers will work with City staff to add projects identified in the transportation needs assessment, projects to meet future MMLOS standards, and projects identified in the online webmap. Then, we will lead up to two meetings to review the "expanded" project list with the identified additions, which will include the full list of project ideas developed in the LRSP.

Assumptions:

- City staff will provide a list of roadway projects currently planned for Tukwila and actively participate in project list development meetings

Deliverables:

- List of draft policies, programs, and projects
- Meeting materials including agenda and meeting notes

4.2 Policy, Program, and Project Prioritization

As part of this task, Fehr & Peers will use the performance metrics developed in TASK 4 of Phase 1, to prioritize policies, programs, and projects. The prioritized list will be presented to the City Council, and members of the public during the second phase of public outreach and will be refined based on their feedback. Fehr & Peers will lead a meeting with City staff to review the prioritized project list. Projects from the LRSP will also be evaluated in this process.

Assumptions:

- City staff will participate in meetings to review the prioritized project list.

Deliverables:

- Draft and Final prioritized lists
- Meeting materials including agenda and meeting notes

4.3 Transit Service Recommendations

The transit element will update the direction for transit. It can include updated recommendations for fixed-route service and on new technologies that can expand coverage and serve hard-to-reach areas where big 40-foot buses may not be appropriate. Recommendations may focus on the span of service of Metro Flex, additional types of on-demand services to enhance intra-Tukwila trips and first/last mile access, and ensuring job-access.

The short-term plan will provide an overview of the proposed changes and detailed descriptions of all individual changes. For each proposed change, the service plans will include:

- A description of proposed changes
- The rationale for the change
- Maps of proposed changes
- Planning level operating cost increases for either King County Metro or Sound Transit services, recognizing that these are not City of Tukwila costs
- Capital cost planning-level estimates
- Other relevant information

Deliverable:

- Service recommendations memo

Task 5 – Project Cost Estimates

This task will involve providing cost estimating services to provide project construction cost for use in the City of Tukwila Transportation Element of the Comprehensive Plan Update.

5.1 Cost Estimate Review and Updates

KPFF will review the previously developed cost estimates of up to five (5) projects listed in the Transportation Element of the Comprehensive Plan Update. The pay items will be evaluated for their relevance to the project's scope of work, and missing pay items will be identified. Measurable quantities of major cost items will be quantified using aerial imagery. Unit prices and lump sum cost will be reviewed and compared to current bid results and the WSDOT Unit Bid Analysis. Updated cost estimates will be provided for use in the Transportation Element of the Comprehensive Plan.

Assumptions:

- Five (5) previously developed cost estimate in the Transportation Element of the Comprehensive Plan Update will be reviewed and updated. Fehr & Peers will direct KPFF on which projects to review.
- Cost estimates will be submitted in MS Excel and PDF formats.
- Unit prices will be developed using recent project bid history and the WSDOT Unit Bid Analysis.
- Quantities calculations will be created for the measurable pay items. Percentage based costs may be used for pay items that cannot be clearly measured at this level of design.

5.2 New Project Development and Cost Estimating

KPFF will develop order-of-magnitude cost estimates for up to fifteen (15) new projects to be identified as part of this work, incorporating safety concepts identified as part of the LRSP. Figures for up to five (5) projects will be created. The figures will be CAD layouts on aerials that show major project elements. These will be used to quantify major cost items such as HMA, sidewalk, curb and gutter, ramps, earthwork, RRFB's, and utility impacts. Items that cannot be quantified such as drainage, signing, mobilization, illumination, etc., will be estimated based on a percentage of the overall project cost.

Assumptions:

- Cost estimates for up to fifteen (15) new projects will be developed. Fehr & Peers will provide the location and scope of work for each project.
- Project figures consisting of 11x17 sheets with CAD linework depicting major project elements overlaid on aerials.
- Cost estimates will be submitted in MS Excel and PDF formats.

- Unit prices will be developed using recent project bid history and the WSDOT Unit Bid Analysis.
- Quantities calculations will be created for the measurable pay items. Percentage based costs may be used for pay items that cannot be clearly measured at this level of design.
- Fehr & Peers will provide project limits and details of the 15 new projects.

Deliverable(s):

- Draft and Final Cost estimates for up to fifteen (15) projects identified by the City and Consultant team. Estimates will be delivered in MS Excel and PDF formats.
- Figures for up to five (5) projects. Figures to be delivered as 11x17 PDF's.

Task 6 - Project Funding Evaluation

The goal of the funding analysis is to provide the City with a planning-level understanding of the baseline funding availability as well as potential resources available for future transportation capital projects. The funding analysis will focus on identifying the primary funding elements for transportation projects.

6.1 Funding Opportunities

Fehr & Peers and the City will jointly work to develop a financial plan. The City will provide estimates of historical and anticipated transportation expenditures City-wide Fehr & Peers and the City will develop a list of the potential future funding sources, estimate amounts likely to be available and identify projects that would be eligible for each funding source. The City will summarize available grant sources that Tukwila may pursue in the future. The transportation improvements will be evaluated from a point of the financial feasibility.

Fehr & Peers will prepare a memo summarizing the financial situation and available funding opportunities.

Deliverable:

- Draft and final memo

Task 7 - Report Development

The goal of this task will be to create Tukwila's Transportation Element Background Report, which lays out the vision developed through the prior tasks in this scope and prior scopes.

7.1 Draft Report

Fehr & Peers will compile the modal elements into a Transportation Element Background report. These documents will be concise and user-friendly, while also conveying the necessary information to fulfill the scope items described above.

Deliverable:

- Draft report

7.2 Administrative Draft Report

In response to a single consolidated round of comments from City staff, the project team will revise the draft report for presentation to the City Planning Commission.

In response to another single consolidated round of comments compiled by City staff from the Planning Commission, the project team will prepare an Administrative Draft Report for members of the public.

Assumptions:

- A single consolidated round of non-conflicting comments will be compiled by City staff and provided to Fehr & Peers.
- After incorporating edits, a secondary round of consolidated round of non-conflicting comments will be compiled by City staff from the Planning Commission and provided to Fehr & Peers.

Deliverable:

- Revised Draft Report (based on feedback from City staff)
- Administrative Draft Report (based on feedback from Planning Commission)

7.3 Final Report

In response to feedback received during public outreach, the project team will revise the Administrative Draft Report to develop the Final Report.

Assumptions:

- Comments from members of the public will be compiled in the memorandum presenting key takeaways from the public event and will be addressed in the final report.
- A single consolidated round of comments will be compiled by City staff and provided to Fehr & Peers.

Deliverables:

- Final Report
- All tables, graphics and maps in appropriate formats

10/16/2023		Fehr & Peers						Nelson\Nygaard				KPF			FP Total	NN Total	KPFF Total	Subtotal				
		Principal in Charge	Senior Planner / Deputy PM	Modeling/ Operations Lead	Outreach Lead	Project Planner	Graphics	Admin	Senior Principal II	Senior Associate II	Associate I	Senior Designer I	Civil Lead	Project Engineer	CAD Technician							
		Chris Breiland	Emily Alice Gerhart	Jeff Pierson	Sydney Weisman	Tino Jonga	Krystle Li	Brittany Skinner	Thomas Wittmann	Peter Soderberg	James Hughes	Jenny Boone	Nathan Anderson	Taylor Masuda	Michael Vu							
Tasks		\$ 365	\$ 220	\$ 240	\$ 150	\$ 175	\$ 190	\$ 145	\$ 283	\$ 153	\$ 104	\$ 142	\$ 220	\$ 164	\$ 120							
Phase 2																						
Task 1: Project Management																			\$ 20,835	\$ 5,368	\$ -	\$ 26,203.02
1.1	Project Management and Communication	24	32	4	2	5		20	6	24												
Task 2: Model Development																			\$ 75,660	\$ -	\$ -	\$ 75,660.00
2.1	Future Year Scenarios	12	20	40		80		10														
2.2	Future Auto Operations Assessment	2	12	16	8	180	4	8														
Task 3: Public Outreach																			\$ 33,875	\$ 4,894	\$ -	\$ 38,768.82
3.1	Online Engagement and Public Outreach Materials	2	4		12	6	4	2	2	8	8	16										
3.2	City Council/Boards/Commission Check-ins	8	16				4	2														
3.3	Targeted Outreach and In-person engagement	8	20		32	16	12	6														
3.4	Outreach Summary		8		6			1														
3.5	*Optional task - see below																					
Task 4: Future Projects Development and Evaluation																			\$ 44,325	\$ 14,277.48	\$ -	\$ 58,602.48
4.1	Develop Proposed Project List	16	40	4		24	8	6														
4.2	Policy, Program, and Project Prioritization	4	24	4	48	16	8	7														
4.3	Transit Service Recommendations	4	2					0	20	40	24											
Task 5: Project Cost Estimates																			\$ 2,925	\$ 2,205.82	\$ 65,760	\$ 70,890.82
5.1	Cost Estimate Review and Updates	4	6					1	2	8	4		60	120								
5.2	New Project Cost Estimating												60	120								
Task 6: Project Funding Evaluation																			\$ 7,770	\$ 2,355.72	\$ -	\$ 10,125.72
6.1	Funding Opportunities	8	8			16		2	4	8												
Task 7: Report Development																			\$ 65,090	\$ 14,693.22	\$ -	\$ 79,783.22
7.1	Draft Report	16	60		20	40	40	11	2	24	40	12										
7.2	Administrative Draft Plan	4	36		8	20	8	5	2	4	8											
7.3	Final Report	5	20		4	10	8	3	2	4	8	4										
Labor Total		117	308	68	140	413	96	84	40	120	92	32	120	240	0							
Other Direct Expenses on optional tasks (mileage, printing, translations, etc.)																			\$ 7,010	\$ 150	\$ -	\$ 7,160.00
Subtotal (2023 - 2024)																			\$ 257,490	\$ 43,940	\$ 65,760	\$ 367,190.00
Total (Labor + Expenses)																						\$ 367,190.00
Optional Tasks																						
3.5	Optional Intercept Survey	2	2					0	8	12	32											

Notes:
This fee proposal is valid for a period of 90 days from the proposal submittal date.
Actual billing rate at the time of service may vary depending on the final staffing plan at the time the project starts; the overall fee will not be exceeded.
Mileage is billed at the IRS rate plus 10% handling fee
All other direct expenses are billed with 10% handling fee
Other direct costs including computer, communications, parking, and reproduction charges are billed as a percentage of labor



INFORMATIONAL MEMORANDUM

TO: **Transportation and Infrastructure Services Committee**
 FROM: **Hari Ponnekanti, Public Works Director/City Engineer**
 BY: **Cyndy Knighton, Senior Program Manager**
 CC: **Mayor Ekberg**
 DATE: **November 3, 2023**
 SUBJECT: **Local Road Safety Plan Portion of the Transportation Element**
Project No. 72010405
Consultant Selection and Award

ISSUE

Execute an agreement with Fehr & Peers to provide engineering services in conjunction with developing a Local Road Safety Plan to incorporate into the 2024 update to the Transportation Element of the City's Comprehensive Plan.

BACKGROUND

In March of this year, the City accepted a grant through the Safe Streets For All (SS4A) program for the development of a Local Road Safety Plan (LRSP). The grant award was for \$200,000 with a City match of \$50,000. When originally scoping for the Transportation Element Update, staff had indicated intent to include development of a LRSP as part of the work. Having an adopted LRSP is becoming a requirement for some of the grants the City normally applies to, and getting funding through the SS4A program opens the City up to additional grant sources. Because this work is funded through a federal program, staff was required to go out for a competitive selection process to hire a consultant.

DISCUSSION

A Request for Proposal was issued in June and two proposals were submitted. Interviews were conducted at the end of July and early August, with staff ultimately selecting Fehr & Peers as the best qualified for this effort. After negotiating the scope and fee, and ensuring this work effort was closely connected with the work underway, and new supplemental agreement being presented, the attached scope and fee was created.

FINANCIAL IMPACT

The scope and fee of this project is within the available budget.

	<u>Proposal</u>		<u>Budget</u>
		SS4A Grant	\$200,000
<u>Local Road Safety Plan</u>	<u>\$249,705</u>	<u>City Match</u>	<u>50,000</u>
Total	\$249,705	Total	\$250,000

RECOMMENDATION

The Council is being asked to approve the contract with Fehr & Peers in the amount of \$249,705 and consider this item on the Consent Agenda at the November 13, 2023 Special Meeting.

ATTACHMENTS

- CIP Page 17
- Consultant Agreement
- Scope of Work and Fee Proposal

CITY OF TUKWILA CAPITAL PROJECT SUMMARY

2023 to 2028

PROJECT: **Transportation Element of Comprehensive Plan** Project No. 72010405

DESCRIPTION: Update Transportation Element of the Comprehensive Plan to include updated traffic model and street network plan.

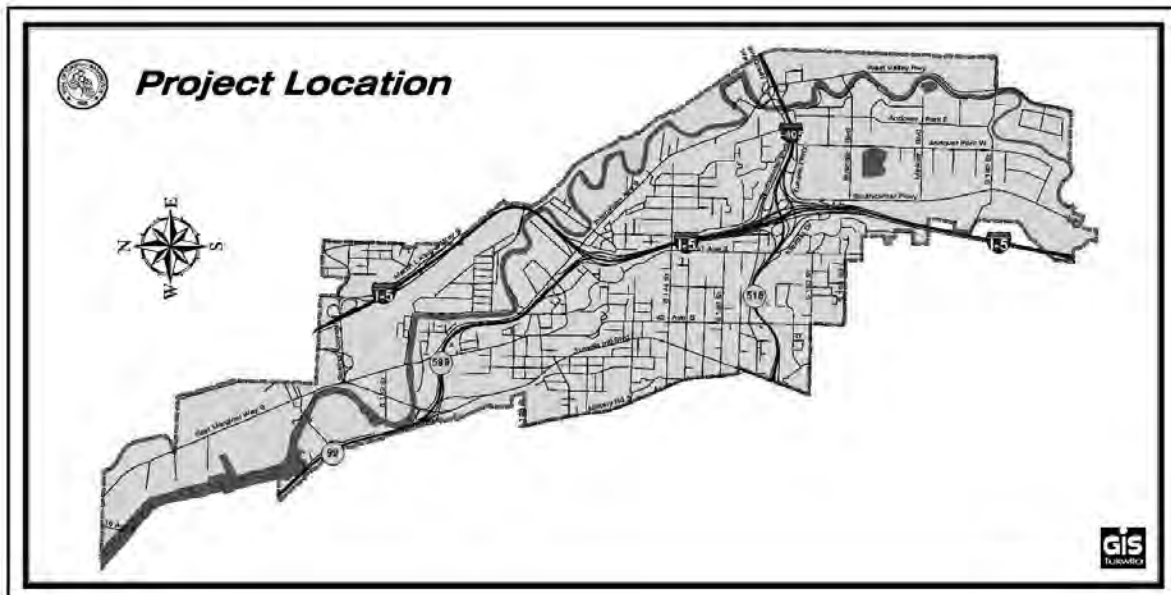
JUSTIFICATION: Growth Management Act transportation concurrency and traffic impact mitigations need updated traffic and capital planning. Adoption by 2024 required by Community Trade and Economic Development (CTED).

STATUS: Update every 8 years. Transportation Element will be coordinated with updates to Comprehensive Plan by the Department of Community Development. Next update is scheduled for 2024. (Updated with extended time due to COVID impacts)

MAINT. IMPACT: None.

COMMENT: An update to the Transit Plan and incorporation of the Walk and Roll Plan (non-motorized) are included in the Transportation Element of the Comp Plan update. Also included is a Road Safety Plan.

FINANCIAL (in \$000's)	Through Estimated									TOTAL	
	2021	2022	2023	2024	2025	2026	2027	2028	BEYOND		
EXPENSES											
Design		396	300							650	1,346
Land (R/W)											0
Const. Mgmt.											0
Construction											0
TOTAL EXPENSES	0	396	300	0	0	0	0	0	0	650	1,346
FUND SOURCES											
Awarded Grant											0
Proposed SS4A Grant			240								240
Mitigation											0
Impact Fees											0
Concurrency Fees	0	396	60	0	0	0	0	0	0	650	1,106
TOTAL SOURCES	0	396	300	0	0	0	0	0	0	650	1,346



PROFESSIONAL SERVICES AGREEMENT

(Includes consultants, architects, engineers, accountants, and other professional services)

THIS AGREEMENT is entered into between the City of Tukwila, Washington, hereinafter referred to as “the City”, and **Fehr & Peers**, hereinafter referred to as “the Consultant”, in consideration of the mutual benefits, terms, and conditions hereinafter specified.

1. **Project Designation.** The Consultant is retained by the City to perform **Planning and Engineering** services in connection with the project titled **Local Road Safety Plan**.
2. **Scope of Services.** The Consultant agrees to perform the services, identified on Exhibit “A” attached hereto, including the provision of all labor, materials, equipment and supplies.
3. **Duration of Agreement; Time for Performance.** This Agreement shall be in full force and effect for a period commencing upon execution and ending **December 31, 2024**, unless sooner terminated under the provisions hereinafter specified. Work under this Agreement shall commence upon written notice by the City to the Consultant to proceed. The Consultant shall perform all services and provide all work product required pursuant to this Agreement no later than **December 31, 2024** unless an extension of such time is granted in writing by the City.
4. **Payment.** The Consultant shall be paid by the City for completed work and for services rendered under this Agreement as follows:
 - A. Payment for the work provided by the Consultant shall be made as provided on Exhibit “B” attached hereto, provided that the total amount of payment to the Consultant shall not exceed **\$249,705** without express written modification of the Agreement signed by the City.
 - B. The Consultant may submit vouchers to the City once per month during the progress of the work for partial payment for that portion of the project completed to date. Such vouchers will be checked by the City and, upon approval thereof, payment shall be made to the Consultant in the amount approved.
 - C. Final payment of any balance due the Consultant of the total contract price earned will be made promptly upon its ascertainment and verification by the City after the completion of the work under this Agreement and its acceptance by the City.
 - D. Payment as provided in this section shall be full compensation for work performed, services rendered, and for all materials, supplies, equipment and incidentals necessary to complete the work.
 - E. The Consultant’s records and accounts pertaining to this Agreement are to be kept available for inspection by representatives of the City and the state of Washington for a period of three (3) years after final payments. Copies shall be made available upon request.

5. **Ownership and Use of Documents.** All documents, drawings, specifications and other materials produced by the Consultant in connection with the services rendered under this Agreement shall be the property of the City whether the project for which they are made is executed or not. The Consultant shall be permitted to retain copies, including reproducible copies, of drawings and specifications for information, reference and use in connection with the Consultant's endeavors. The Consultant shall not be responsible for any use of the said documents, drawings, specifications or other materials by the City on any project other than the project specified in this Agreement.
6. **Compliance with Laws.** The Consultant shall, in performing the services contemplated by this Agreement, faithfully observe and comply with all federal, state, and local laws, ordinances and regulations, applicable to the services rendered under this Agreement.
7. **Indemnification.** The Consultant shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability hereunder shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the 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.

8. **Insurance.** The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees. Consultant's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

A. **Minimum Amounts and Scope of Insurance.** Consultant shall obtain insurance of the types and with the limits described below:

1. **Automobile Liability** insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident. Automobile Liability insurance shall cover all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
2. **Commercial General Liability** insurance with limits no less than \$2,000,000 each occurrence, \$2,000,000 general aggregate. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent contractors and personal injury and advertising injury. The City shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City using an additional insured endorsement at least as broad as ISO endorsement form CG 20 26.
3. **Workers' Compensation** coverage as required by the Industrial Insurance laws of the State of Washington.

4. Professional Liability with limits no less than \$2,000,000 per claim and \$2,000,000 policy aggregate limit. Professional Liability insurance shall be appropriate to the Consultant's profession.
 - B. **Public Entity Full Availability of Contractor Limits.** If the Contractor maintains higher insurance limits than the minimums shown above, the Public Entity shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Contractor, irrespective of whether such limits maintained by the Contractor are greater than those required by this Contract or whether any certificate of insurance furnished to the Public Entity evidences limits of liability lower than those maintained by the Contractor.
 - C. **Other Insurance Provision.** The Consultant's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance with respect to the City. Any Insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not be contributed or combined with it.
 - D. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.
 - E. **Verification of Coverage.** Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Contractor before commencement of the work. Upon request by the City, the Consultant shall furnish certified copies of all required insurance policies, including endorsements, required in this Agreement and evidence of all subcontractors' coverage.
 - F. **Notice of Cancellation.** The Consultant shall provide the City with written notice of any policy cancellation, within two business days of their receipt of such notice.
 - G. **Failure to Maintain Insurance.** Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days notice to the Consultant to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Consultant from the City.
9. **Independent Contractor.** The Consultant and the City agree that the Consultant is an independent contractor with respect to the services provided pursuant to this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties hereto. Neither the Consultant nor any employee of the Consultant shall be entitled to any benefits accorded City employees by virtue of the services provided under this Agreement. The City shall not be responsible for withholding or otherwise deducting federal income tax or social security or for contributing to the state industrial insurance program, otherwise assuming the duties of an employer with respect to the Consultant, or any employee of the Consultant.
 10. **Covenant Against Contingent Fees.** The Consultant warrants that he has not employed or retained any company or person, other than a bonafide employee working solely for the Consultant, to solicit or secure this contract, and that he has not paid or agreed to pay any company or person, other than a bonafide employee working solely for the Consultant, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this contract. For breach or violation of this warrant, the City shall have the right to annul this contract without liability, or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

- 11. **Discrimination Prohibited.** Contractor, with regard to the work performed by it under this Agreement, will not discriminate on the grounds of race, religion, creed, color, national origin, age, veteran status, sex, sexual orientation, gender identity, marital status, political affiliation, the presence of any disability, or any other protected class status under state or federal law, in the selection and retention of employees or procurement of materials or supplies.
- 12. **Assignment.** The Consultant shall not sublet or assign any of the services covered by this Agreement without the express written consent of the City.
- 13. **Non-Waiver.** Waiver by the City of any provision of this Agreement or any time limitation provided for in this Agreement shall not constitute a waiver of any other provision.
- 14. **Termination.**
 - A. The City reserves the right to terminate this Agreement at any time by giving ten (10) days written notice to the Consultant.
 - B. In the event of the death of a member, partner or officer of the Consultant, or any of its supervisory personnel assigned to the project, the surviving members of the Consultant hereby agree to complete the work under the terms of this Agreement, if requested to do so by the City. This section shall not be a bar to renegotiations of this Agreement between surviving members of the Consultant and the City, if the City so chooses.
- 15. **Applicable Law; Venue; Attorney's Fees.** This Agreement shall be subject to, and the Consultant 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.
- 16. **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.
- 17. **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 Consultant shall be sent to the following address:

- 18. **Entire Agreement; Modification.** This Agreement, together with attachments or addenda, represents the entire and integrated Agreement between the City and the Consultant 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.

DATED this _____ day of _____, 20_____.

CITY OF TUKWILA

CONSULTANT:

Allan Ekberg, Mayor

By: _____

Printed Name: _____

ATTEST/AUTHENTICATED:

Title: _____

Christy O'Flaherty, City Clerk

APPROVED AS TO FORM:

Office of the City Attorney

Date: October 2, 2023
To: Cyndy Knighton; City of Tukwila
From: Taylor Whitaker, Chris Breiland; Fehr & Peers
Subject: Scope for Tukwila LRSP

The purpose of the Local Road Safety Plan (LRSP) is to address the needs of all road users and Tukwila's most vulnerable travelers, by not only addressing the challenges present at known hot spots, but also anticipating future concerns through proactive safety planning. Tasks will include educating stakeholders on the Safe System Approach, collecting input on proposed mitigation and prioritization using an equity lens, and translating this input into recommendations. The end result will be a Tukwila LRSP that qualifies as an action plan for the U.S. DOT Safe Streets and Roads For All (SS4A) program.

Task 1: Project Management

To facilitate close communication with the City team, the Fehr & Peers team (henceforth known as Consultant) will host a one hour virtual kick off meeting to review scope, schedule, and budget and discuss key priorities for this project.

Tasks 1.1: Project Kick Off Meeting

The Consultant will convene and facilitate a kick-off meeting with City staff to:

- Review and confirm the goals, scope, schedule and budget for the project.
- Define the roles and responsibilities of consultant team members.
- Define administration and project management expectations (communication protocol, regular meetings with City project manager, monthly progress reporting, project completion schedule, invoicing).
- Request key data for base mapping and safety analysis.

The kick-off meeting will also ensure that key team members emerge with a shared understanding of expectations and study objectives. The Consultant will prepare a draft agenda for the meeting and a meeting summary with follow-up items from the meeting.

Task 1.2 Project Management and Coordination

The Consultant will work with the City's project manager to schedule and host twice-monthly half hour check-in coordination calls over the course of this 11-month process to foster frequent

communication on emerging project needs and ensure the project scope, schedule, and budget are effectively managed. For efficiency, these could be combined or held back-to-back with the Transportation Element Update meetings.

The Consultant will prepare agendas for all meetings and propose maintaining a shared document (e.g., Sharepoint, OneDrive, Google Docs) for ongoing coordination meeting notes that can be easily referenced by all parties. Throughout the project, the Consultant will produce and maintain a project schedule confirming meetings, project deliverables, and review deadlines. Monthly progress reports will be provided with each invoice outlining tasks accomplished and deliverables provided in the monthly billing cycle.

This scope also includes 'direct costs' which covers project overhead costs such as printing, data communications, travel, and other expenses necessary to successfully implement the project.

Task 1.3 Coordination with Transportation Element Update and Assessment of Policies, Plans and Guidelines

The Consultant will coordinate internal check-ins on the Transportation Element to include members of the LRSP team to ensure we are in step throughout the process. This close coordination will result in leveraging materials developed for the Transportation Element, which will result in less investment of the City's limited resources.

Deliverables:

- *One-hour virtual kick off meeting*
- *Agendas and other materials for the vision statement workshop, which may include handouts, figures, maps, PowerPoint presentations, notes and meeting summaries, etc.*
- *Twice-monthly check in coordination calls*
- *Monthly progress reports*

Assumptions:

- *City staff will also advise on whether the meeting should be virtual.*

Task 2: Safety Data Analysis

The Consultant will obtain the most recent five-years worth of collision data from WSDOT for the City of Tukwila. The collision data will be reviewed and cleaned (clearly identifying missing data, correcting inconsistencies in data entry, etc.) before it is loaded into a GIS database. The GIS database will allow the City to quickly filter crashes based on location, crash type (rear-end, broadside, turning vehicle/ bicycle, etc.), mode of transportation involved, severity (fatality, serious injury, other), and contributing factor.

Task 2.1 Existing Conditions Analysis

Once the data is in GIS format, the Consultant will analyze all fatal and serious crashes and look for trends to determine risk factors. Specifically, the consultant will investigate the traits of the parties involved, collision types (e.g., rear-end, broadside), preceding movements, unsafe behaviors, and other contributing factors like time of day, weather, distraction, or alcohol/ drug influence. The Consultant will also investigate trends in contextual variables (i.e. risk factors) such as roadway speeds, ADT, functional class, number of travel lanes, intersection traffic controls, the presence of pedestrian and bicycle facilities, and the types of nearby land uses. The Consultant will assess how these variables may affect the safety of roadway users, with a particular focus on pedestrians and cyclists. This will form the basis for the Risk Factor analysis described in Task 2.3.

Task 2.2 Identification of Common Risk Factors

The Consultant will build on the previous task by identifying common safety risk factors. WSDOT reports that to date, applicants have an average of six risk factors. Fehr & Peers will share its findings in a one-hour phone call with City staff.

Task 2.3 Analyze Road Network for Common Risk Factors

The Consultant will analyze the City's roadway network to determine where the common risk factors are present. (Note: WSDOT is flexible about how this analysis is conducted, though many jurisdictions perform this analysis on a corridor-by-corridor basis.) Fehr & Peers will flag high-risk locations as those with the greatest number of risk factors. This serves to identify those locations/corridors with high collision potential.

Task 2.4 Equity Analysis

The Consultant will identify the locations in Tukwila which are identified as disadvantaged using key economic and social characteristics identified in the Climate and Economic Justice Screening Tool or USDOT Equitable Transportation Community (ETC) Explorer. The analysis will be at the Census Block Group level. Fehr & Peers will overlay this data on the map of prioritized projects (see Task 4).

Optional Task: Data Dashboard

The Consultant can develop an online Safety Dashboard to convey an interactive map of safety data. Data filters could be provided so that the map(s) can display data by a specific jurisdiction, year, posted speed of roadway, roadway classification, traffic volumes, number of lanes, disadvantaged community status, crash severity and other spatial data to be determined in consultation with Tukwila staff, and based on data readily available. The data used in the creation of the Safety Dashboard will be the same data set used in Task 2. To help inform the overall design and content of the Safety Dashboard, the Consultant can provide examples of other

dashboards such that the desired elements can be identified and incorporated into the Safety Dashboard.

Task 2 Deliverables:

- *Citywide collision database in GIS*
- *Draft Existing Conditions Slide Deck, inclusive of work products developed in Tasks 2.1 through 2.3, for City Review*
- *A map of the High-Risk Corridors by mode, a list of the prioritized corridors, and a geodatabase of the data.*
- *Final Existing Conditions Slide Deck for inclusion in Draft LRSP*
- *An equity analysis, narrative and graphics with descriptive population characteristics demonstrating the equity impact assessment of the proposed projects.*
- *Data Dashboard, if chosen*

Task 2 Assumptions:

- *City will provide the Consultant with data needs for the Systemic analysis; Consultant to provide Data Needs Request*

Task 3: Community Engagement

Stakeholder and community engagement are key elements in the development of a LRSP. These resources recommend involving stakeholders to address engineering solutions in the development and implementation of the plan. Community outreach is also a valuable component in developing a plan that is equitable, that supplements data with observations of those who travel the City each day, and that prioritizes investments in a way that aligns with City goals.

Task 3.1 Community Engagement and Outreach

Engagement Plan

Like the Transportation Element, the Tukwila LRSP will be shaped by an inclusive engagement effort reflecting the full range of Tukwila residents, businesses, and visitors. Modeled on the outreach effort underway by the consultant for the Tukwila Transportation Element Update (TE), the LRSP team will look for opportunities to add safety engagement as part of other transportation or Comprehensive Plan outreach. The Consultant will identify which materials should be translated to best serve community conversations.

This scope assumes translating three (3) one-page documents at key points in the plan development into 3 languages plus English: two fact sheet/flyers that will cover the beginning, middle, and end products; and one poster. Online materials will be supported by Google Translate options for engagement in multiple languages. If through the course of this outreach process, the

City identifies a need for live interpretation or additional translation of materials, the Consultant will develop a separate scope and fee to cover this additional effort.

In-Person Engagement

Tukwila is a diverse community with businesses and residents that reflect different ethnicities, cultures, and primary languages. Coordinating with Comprehensive Plan and TE outreach, the Consultant will work with the City on appropriate in-person engagement. Specifically the City/Consultant team will identify who, when, and where to meet to discuss transportation safety issues and project concepts

Community Engagement Documentation

The Consultant will create a brief memo that summarizes the outreach efforts that were conducted as part of this project, including a description of outreach events and meetings, communities of emphasis, and collected feedback. The deliverable for this task will be a draft and final public engagement summary.

Task 3.2 Task Force Development

The City of Tukwila will form a stakeholder Task Force, which will include a combination of Tukwila staff, other agencies, key stakeholders, and residents that are interested in addressing and improving safety in Tukwila. The Consultant will lead up to three meetings of the stakeholder group to inform and discuss community priorities for transportation safety, confirm key corridors and safety countermeasures, and develop buy-in of the draft plan materials. The Consultant will coordinate with the City on what elements to incorporate into the Transportation Element.

Task 3.3 Vision Statement

Having a vision statement to commit to an eventual goal of zero fatalities and serious injuries will be critical to securing grant funding through the SS4A program. To support the development of this vision statement, the Consultant will facilitate a two-hour remote workshop to develop this statement. The Consultant will present examples from other similarly situated communities that have successfully developed Vision Zero and Target Zero programs.

Deliverables:

- Pop-up materials including electronic copies of poster boards and PDF files of hand-outs
- Foam-core or similar reusable backer boards
- Public engagement strategy plan and Fact sheet, translations and online materials.
- *Draft and Final community engagement memo*
- *Agendas and other materials for the Task Force meetings, which may include handouts, figures, maps, PowerPoint presentations, notes and meeting summaries, etc.*

- *Up to four meetings will be held, including one workshop to develop a Vision Statement goal. If additional meetings are requested by City staff, the Consultant will put a separate scope together on a cost and materials basis.*
- *The Vision Statement workshop will last two hours, other meetings are anticipated to last one and a half hours long.*
- *The Consultant team will prepare all materials for the Vision Statement workshop and Task Force meetings.*
- *City staff will be responsible for recruiting Task Force members, identifying a meeting space, and confirming participation.*
- *Up to three members of the Consultant team will be present at three meetings and one workshop.*
- *An equity analysis, narrative and graphics with descriptive population characteristics demonstrating the equity impact assessment of the proposed projects.*

Assumptions:

- *It is assumed that City staff will determine the attendees invited to the Vision Statement workshop and the Task Force meetings.*
- *The City will determine whether the full Task Force will participate in the Vision Statement workshop.*
- *City staff will assist with staffing public outreach events*
- *City staff will print any flyers or hand-outs and poster boards*
- *The Final Public Engagement Report will respond to a single round of consolidated edits from City staff received on the Draft Public Engagement Report*

Task 4: Selection of Prioritized Projects

From the subset of high-risk/high-collision corridors, the Consultant, in conjunction with City staff, will identify priority project locations.

Task 4.1 Identify Priority Project Locations

From the subset of high-risk corridors and processed collision data received from City staff, the Consultant, in conjunction with City staff, will support up to ten priority project locations consisting of hot spots, sub-corridors, or small zones. The project priority locations will include a mix of “quick build” projects that can be deployed quickly to address crashes and larger-scale projects that are more costly and complex to implement but can address more crashes or crashes that cannot be addressed through a quick build. This scope includes developing the priority project location list/map in a two-hour workshop with City staff.

The Consultant will collaborate with City staff to identify a list of priority projects, which will be based on the results of the collision analysis, collision profile, community engagement, and systemic evaluation tasks. These locations may include a combination of hot spot locations, key collision corridors, and locations identified as having greater potential for future collisions

through the systemic evaluation. The Consultant will coordinate with the City on what elements to incorporate into the Transportation Element.

Task 4.2 Identify Countermeasures to Address Prioritized Locations

Based on the results of the safety analyses from Tasks 1-4, the Consultant will work with the City and the Task Force to identify countermeasures (i.e., systemic and location-specific project elements) that are relevant to the City of Tukwila. This effort will focus on both proven countermeasures, including those identified by FHWA and NHTSA, as well as emerging trends and technologies that are showing early signs of promise.

To be consistent with the Safe System approach countermeasures will focus on "Safer Roads," "Safer Speeds," and "Safer Road Users". Countermeasure identification will emphasize low-cost/high-impact countermeasures addressing top crash types identified in the safety analyses and can be deployed systemically throughout the city to prevent future fatal and serious injury crashes. Specific additional countermeasures will be identified for high crash locations as well. Speed's role in crash severity will be incorporated into recommended countermeasures/project concepts as will the needs of vulnerable road users, including people biking, driving (personal and commercial vehicles), walking, taking the bus, and using mobility devices.

The Consultant will prepare a countermeasure matrix that summarizes countermeasures for top crash types, lists crash modification factors (where available), relevant application, Safe Systems metric addressed, relative cost. Upon review and confirmation of identified countermeasures by the City, the Consultant will identify locations for systemic countermeasure deployment and location-specific countermeasures, project elements, and cost estimates for a maximum of top 10 priority locations. Note that this task will not involve detailed design work, but project concepts will be identified in sufficient detail to develop planning-level cost estimates. Only one cost estimate per location is anticipated in the budget. Non-infrastructure countermeasures will also be identified and folded into implementation strategies developed in Task 4.3. The Consultant will coordinate with the City on what elements to incorporate into the Transportation Element.

Task 4.3 Implementation Strategies and Tracking

The Consultant will derive implementation strategies from previous tasks, including safety analyses, goal setting and performance measures, countermeasure identification, and Task Force and community engagement. Strategies will be based on the Safe Systems approach and may include new or modified policies, processes, and programs, in addition to infrastructure strategies identified in previous tasks. The goal for this task will be to identify actionable and realistic implementation strategies the City of Tukwila can achieve. The Consultant will develop an implementation matrix that will be broken into two distinct sections: one focused on potential safety infrastructure projects that position the City for WSDOT safety program funding, as well as supportive technologies, or studies, that could fall under demonstration activities under SS4A; and

the second section focused on policy, process, and programmatic strategies that will move Tukwila toward meeting SS4A objectives after plan adoption. The implementation matrix will list strategies in terms of anticipated impact and feature a brief description of the strategy, what Safe System element it supports, an assessment of fiscal and staff time resources necessary, timeframes (e.g., short-, medium-, long-term), roles and responsibilities both internal and external to the City, potential funding sources, and flag any potential for leveraging existing projects or programs. The Consultant will coordinate with the City on what elements to incorporate into the Transportation Element.

Task 4.4 Performance Measures and Goals Identification

Clear and agreed-upon goals and performance measures and targets will set the stage for successful implementation. Leveraging work prepared for similar communities, the Consultant will lead the task of establishing safety goals and performance measures that align with the goals. Goals will support a long-term vision goal of zero fatalities and serious injuries, in alignment with SS4A Action Plan requirements. It is envisioned that goals and performance measures/targets will be shaped by the Task Force, safety analyses, and the community engagement process. The Consultant will prepare draft list of safety plan goals and performance measures informed by feedback received from the safety analyses and community engagement. The Consultant will finalize goals and performance measures for the LRSP based on feedback from City staff. The Consultant will coordinate with the City on what elements to incorporate into the Transportation Element.

Deliverables:

- *Identification of up to ten priority project locations in a list and map format*
- *Countermeasure matrix as an Appendix*
- *Location-based countermeasure Identification*
- *Implementation Matrix*
- *Draft and Final Goals and Performance Measures*

Task 5: Report Documentation

The LRSP document is where all the previously completed efforts come together to document projects and strategies with measurable benefits for safety. We will deliver a high-quality LRSP that is effective and implementable to meet the City's objectives.

Task 5.1 Draft LRSP | Comprehensive Safety Action Plan

The Consultant will develop a draft plan based on the findings from work conducted under Task 1 through Task 4. The plan will be highly visual and graphical, with process graphics, detailed reasonable and actionable steps within means accessible to the City.

This task includes one round of review from the City to address comments. The Consultant will coordinate with the City on what elements to incorporate into the Transportation Element.

Deliverables:

- *Draft Action Plan*
- *Final Action Plan, part of which to be incorporated into the Transportation Element after coordination with the City*

Assumptions:

- *The Consultant will develop a final Plan to be published by the City.*

Tukwila LRSP Fee Proposal

2-Oct-23

Tasks	Fehr & Peers (Prime)							Labor Hours	Direct Costs	Total	Toole Design (Subconsultant)				Labor Hours	Direct Costs	Total	Total Hours	Total Costs
	Project Manager Taylor Whitaker	Principal-in-Charge Chris Reiland	Safety Expert Erin Ferguson	Outreach Lead Emily Alice Allhart	Project Planner/Analyst	Graphics	Project Coordinator				Michael Hintze Lead	Alex Duvall Project Engineer	Joanna Wang Analyst	Amish Tallor Planner					
Task 1 - Project Mangement	\$195	\$365	\$325	\$220	\$150	\$190	\$135				\$232	\$156	\$145	\$124					
Task 1.1 Project Kick Off Meeting	1	1		1	1		0	4	\$40	\$970	1				1	\$520	\$750	5	\$1,720
Task 1.2 Project Mangement and Coordination	36	16		4	4		4	64	\$600	\$15,480	11	8		8	27		\$4,790	91	\$20,270
Task 1.3 Coordination with Transportation Element Update and Assessment of Policies, Plans and Guidelines	16	4		8	8		2	38	\$310	\$8,120				0		\$0	38	\$8,120	
Task 2 - Safety Data Analysis																			
Task 2.1 Existing Conditions Analysis	16	2			48	16	5	87	\$590	\$15,355					0	\$0	87	\$15,355	
Task 2.2 Identification of Common Risk Factors	16	2	4		36		4	62	\$440	\$11,530					0	\$0	62	\$11,530	
Task 2.3 Analyze Road Network for Common Risk Factors	16	2	2		24	9	3	56	\$410	\$10,625				0				\$10,625	
Task 2.4 Equity Impact Analysis	4				8		1	13	\$80	\$2,195								\$2,195	
Optional Task: Data Dashboard	2	1			24		2	29	\$190	\$4,815				0	\$0	29	\$4,815		
Task 3: Community Engagement																			
Task 3.1 Community Engagement and Outreach	12	2		16	24	16	4	74	\$1,350	\$15,120	6			8	14	\$2,380	88	\$17,500	
Task 3.2 Task Force Development	16	2		20	8	8	3	57	\$460	\$11,835					0	\$0	57	\$11,835	
Task 3.3 Vision Statement	8	4		8	4		2	26	\$230	\$5,880	2			2		\$460	28	\$6,340	
Task 4: Selection of Prioritized Projects																			
Task 4.1 Identify Priority Project Locations	24	2	4		48		5	83	\$580	\$15,165	8	8	12	8	36	\$5,840	119	\$21,005	
Task 4.2 Identify Countermeasures to Address Prioritized Locations	10	2	2		14		2	30	\$230	\$5,930	30	160	20		210	\$34,820	240	\$40,750	
Task 4.3 Implementation Strategies and Tracking	10	2	2		14		2	30	\$230	\$5,930	24	12		60	96	\$14,880	126	\$20,810	
Task 4.4 Performance Measures and Goals Identification	12	2	4		26		3	47	\$350	\$9,025	8				8	\$1,860	55	\$10,885	
Task 5: Report Documentation																			
Task 5.1 Draft Plan	36	12	8	20	60	40	11	187	\$1,460	\$37,945					0	\$0	187	\$37,945	
Task 5.2 Final Plan	12	2			18	8	3	43	\$310	\$8,005					0	\$0	43	\$8,005	
Total for all Tasks	247	58	26	77	369	97	56	930	\$7,860	\$183,925	90	188	32	84	394	\$520	\$66,300	1,255	\$249,705

Notes:

This fee proposal is valid for a period of 90 days from the proposal submittal date.
 Actual billing rate at the time of service may vary depending on the final staffing plan at the time the project starts; the overall fee will not be exceeded.
 Mileage is billed at the IRS rate plus 10% handling fee
 Rates and non-key staff are subject to change at any time, without notice, and within the total budget shown

Approximate estimates for engagement direct costs:

- Social Pinpoint license (\$750)
- Translation of one flyer/poster into 4 languages (\$600)
- 4 Print poster boards for engagement activities at \$50 per board (\$200)

Other Direct Costs include reimbursable expenses such as mileage and communications



INFORMATIONAL MEMORANDUM

TO: **Transportation and Infrastructure Services Committee**
FROM: **Hari Ponnekanti, Public Works Director/City Engineer**
BY: **Cody-Lee Gray, Operations Manager**
Garron Herdt, Fleet Superintendent
CC: **Mayor Ekberg**
DATE: **October 24, 2023**
SUBJECT: **Resolution to Surplus City Equipment for 2023**

ISSUE

Approve Resolution authorizing the sale of surplus equipment no longer needed by the City.

ANALYSIS

Each year, the Fleet Department identifies equipment that has outlived its useful life and prepares them for the auction process. This year, Fleet identified 33 pieces of equipment that have outlived their service life, are no longer required, or have been replaced by the City. Most of these items still operate, but in some cases require extensive repairs, are no longer used, or too costly to overhaul.

FISCAL IMPACT

All pieces of equipment are fully depreciated and are currently valued at \$42,240. Selling the equipment at auction in an “as is” condition is now the most practical solution for disposal.

RECOMMENDATION

Council is being asked to approve the Resolution declaring 33 pieces of equipment, estimated value at \$42,240, as surplus and authorize their sale, and to consider this item at November 13, 2023 Special Consent Agenda.

Attachments: Draft Resolution
Exhibit A Surplus Equipment List
Exhibit B Surplus Equipment Photos

DRAFT

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
TUKWILA, WASHINGTON, DECLARING CERTAIN FLEET
VEHICLES AND EQUIPMENT SURPLUS, AND AUTHORIZING
THEIR SALE OR DISPOSAL.**

WHEREAS, the City of Tukwila purchased 13 vehicles and 20 other pieces of equipment described and depicted in an inventory list with estimated salvage values and photographs on Exhibits A and B, respectively, which were utilized by various City departments; and

WHEREAS, the 13 vehicles and other pieces of equipment described and depicted on Exhibits A and B, have a combined estimated salvage value of \$42,240; and

WHEREAS, the vehicles and other pieces of equipment described and depicted on Exhibits A and B have outlived their usefulness and are no longer needed by the City of Tukwila's Fleet (Equipment Rental) Department or any other City Department; and

WHEREAS, the City of Tukwila has statutory authority to dispose of personal property under RCW 35A.11.010, provided such personal property is declared surplus to the City's needs;

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

Section 1. Declaration of Surplus. The 13 vehicles and 20 other pieces of equipment described and depicted on the attached Exhibits A and B are hereby declared surplus.

Section 2. Fleet Department authorized to sell. The Fleet Department, as part of the City's replacement program, is hereby authorized to sell the 13 vehicles and 20 other pieces of equipment described and depicted in the inventory list and photographs on Exhibits A and B, respectively, for the best available price, or properly dispose of those remaining items it is unable to sell in any commercially reasonable manner for the common benefit.

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

Thomas McLeod, Council President

APPROVED AS TO FORM BY:

Filed with the City Clerk: _____

Passed by the City Council: _____

Resolution Number: _____

Office of the City Attorney

Exhibit A: 2023 Fleet Surplus List

Exhibit B: 2023 Fleet Surplus Equipment – Photographs

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
TUKWILA, WASHINGTON, DECLARING CERTAIN FLEET
VEHICLES AND EQUIPMENT SURPLUS, AND AUTHORIZING
THEIR SALE OR DISPOSAL.**

WHEREAS, the City of Tukwila purchased 13 vehicles and 20 other pieces of equipment described and depicted in an inventory list with estimated salvage values and photographs on Exhibits A and B, respectively, which were utilized by various City departments; and

WHEREAS, the 13 vehicles and 20 other pieces of equipment described and depicted on Exhibits A and B, have a combined estimated salvage value of \$42,240; and

WHEREAS, the vehicles and other pieces of equipment described and depicted on Exhibits A and B have outlived their usefulness and are no longer needed by the City of Tukwila's Fleet (Equipment Rental) Department or any other City Department; and

WHEREAS, the City of Tukwila has statutory authority to dispose of personal property under RCW 35A.11.010, provided such personal property is declared surplus to the City's needs;

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

Section 1. Declaration of Surplus. The 13 vehicles and 20 other pieces of equipment described and depicted on the attached Exhibits A and B are hereby declared surplus.

Section 2. Fleet Department authorized to sell. The Fleet Department, as part of the City's replacement program, is hereby authorized to sell the 13 vehicles and 20 other pieces of equipment described and depicted in the inventory list and photographs on Exhibits A and B, respectively, for the best available price, or properly dispose of those remaining items it is unable to sell in any commercially reasonable manner for the common benefit.

PASSED BY THE CITY COUNCIL OF THE CITY OF TUKWILA, WASHINGTON, at a Special 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

Exhibit A: 2023 Fleet Surplus List

Exhibit B: 2023 Fleet Surplus Equipment – Photographs

2023 FLEET SURPLUS - Exhibit A

EQ#	DIV	O&M ACCT	Dept	Yr	Description	Color	Serial Number / Vehicle Identification Number	License	Meter	EST. SALVAGE VALUE
1002	STREET MAINT	PW016300	ST	1983	TRAILER, BUTTONS	ORANGE		D26511	N/A	\$300
1014	EQUIP RENTAL	PW501650	ER	2000	TRAILER, DUAL RAIL MOTORCYCLE (HARLEY UTILITY)	METAL	4G44S0812YA001529	31793D	N/A	\$200
1017	EQUIP RENTAL	PW501650	ER	2005	TRAILER, TOP NOTCH UTILITY (GATOR)	GREEN / YELLOW	1T9FS12155T500509	41617D	N/A	\$1,500
1159	PW MAINT ADMIN	PW013101	PW	2005	SEDAN, FORD TAURUS	GREEN	1FAFP53275A120627	38360D	84,415	\$1,700
1160	PW ENGINEERING	PW013130	PW	2005	SEDAN, FORD TAURUS	GREEN	1FAFP53255A120626	38273D	51,545	\$1,500
1186	PW ENGINEERING	PW013130	PW	2004	SUV, FORD EXPLORER SSV 4X4	GRAY	1FMZU72K24ZB19314	38268D	49,780	\$2,500
1216	PW MAINT ADMIN	PW013101	PW	1999	VAN, 15-PASSENGER FORD SUPER CLUBWAGON	BLUE	1FBSS31L5XHB13603	26065D	82,570	\$2,000
1223	ADMIN SERVICES	AS004012	IT	2002	CARGO VAN, CHEVY ASTRO	BROWN	1GNDM19X92B133902	32648D	30,865	\$1,200
1226	PW ENGINEERING	PW013130	PW	2002	1/2-TON PICKUP, CHEVY SILVERADO QUAD CAB	WHITE	1GCEC19V22Z269570	34246D	136,624	\$2,500
1237	EQUIP RENTAL	PW501650	ER	2000	1/4-TON PICKUP, GMC SONOMA EXT. CAB	BROWN	1GTCS19W6Y8209972	29837D	99,135	\$1,500
1259	PARKS MAINT	PR015800	PK	2005	1/4-TON PICKUP, FORD RANGER RC 4X2	AZ BEIGE	1FTYR10U95PA91060	41139D	52,433	\$1,500
1270	WATER	PW401800	WA	2001	3/4-TON PICKUP, DODGE RAM REG CAB	RED	1B7KC23ZX1J224491	29916D	97,028	\$2,500
1426	WATER	PW401800	WA	2002	ARROWBOARD, VAR MSG BD, NATIONAL SIGNAL ER 200 JR.	ORANGE	1S9M110172L358676; S/N: 14676	36135D	N/A	\$1,200
1427	SURF WATER	PW412380	SW	1999	ARROWBOARD, WANCO TRAFFIC DIRECTOR	ORANGE	1W91D1013X1249164; MODEL: WTD2B8-SAC	26062D	N/A	\$1,000
1430	STREET MAINT	PW016200	ST	1990	ARROWBOARD, ARROWSTAR SOLARTRON TRAILER	ORANGE	S/N: 022746H389S / C103552	10860D	N/A	\$800
1678	PARKS MAINT	PR015800	PK	2004	MOWER, JOHN DEERE 1600 TURBO WIDE AREA	GREEN / YELLOW	S/N: TC1600T010310	N/A	2,136	\$6,500
1680	PARKS MAINT	PR015800	PK	2005	MOWER, FRONT DECK JD 1545	GREEN / YELLOW	Mower: TC1545X30055; Deck: TC1472X050359	N/A	2,889	\$3,000
1827	SPLIT 25% ST / SE / SW / WA	PW016200 PW401800 PW402800 PW412380	ST / SE / SW / WA	1999	FORKLIFT, HYSTER H60XM	YELLOW	S/N: H177B12138W	N/A	N/A	\$3,000
7102	DCD CODE ENF.	CD008300	CD	2006	SEDAN, DODGE STRATUS FFV	WHITE	1B3AL46T76N280579	43839D	36,910	\$1,100
7200	MAYOR'S OFFICE	MR003100	MR	2009	SUV, HYBRID, FORD ESCAPE FWD HEV U49	WHITE	1FMCU493X9KB00433	48097D	77,658	\$2,200
7204	DCD BLDG DIV	CD008501	CD	2009	SUV, HYBRID, FORD ESCAPE FWD HEV U49	WHITE	1FMCU49389KB00432	48100D	101,898	\$2,000
8200	RECREATION	PR007200	RC	2007	SUV, FORD ESCAPE 2WD	WHITE	1FMYU02Z87KA03452	42530D	47,500	\$2,000
910ER	EQUIP RENTAL	PW501650	ER	UNK	JET VACUUM	WHITE	UNK	N/A	N/A	\$100

2023 FLEET SURPLUS - Exhibit A

EQ#	DIV	O&M ACCT	Dept	Yr	Description	Color	Serial Number / Vehicle Identification Number	License	Meter	EST. SALVAGE VALUE
910ER	EQUIP RENTAL	PW501650	ER	UNK	CRAFTSMAN RADIAL SAW TABLE 2.5 HP INDUSTRIAL 10"	BLACK	113-197110	N/A	N/A	\$20
955FD	FIRE SUPPRESSION	FD11200	ER	UNK	GENERATOR, HONDA 5.5 GX160	RED	UNK	N/A	N/A	\$50
910ER	EQUIP RENTAL	PW501650	ER	UNK	WELDER, LINCOLN AC/DC ARC	RED	UNK	N/A	N/A	\$20
955FD	FIRE SUPPRESSION	FD11200	FD	UNK	CAT PUMP, 3 SPIGOT	RED	MODEL 2SFX35GBT1.9000	N/A	N/A	\$50
955FD	FIRE SUPPRESSION	FD11200	FD	UNK	FAN, TEMPEST POWER BLOWER	RED	MDS	N/A	N/A	\$20
955FD	FIRE SUPPRESSION	FD11200	FD	UNK	FAN, HONDA 5.5 GX160	RED	MODEL DS-4PP	N/A	N/A	\$50
955FD	FIRE SUPPRESSION	FD11200	FD	UNK	PUMP, BRIGGS & STRATTON 3.5 HP	YELLOW	UNK	N/A	N/A	\$50
955FD	FIRE SUPPRESSION	FD11200	FD	UNK	GENERATOR, GENERAC 4000XL	RED	MODEL 01645-0; S/N: 7428160	N/A	N/A	\$80
955FD	FIRE SUPPRESSION	FD11200	FD	UNK	FAN, HONDA 5.0 GX140	RED	MODEL GX140; S/N: CITY ID 011-1802	N/A	N/A	\$50
955FD	FIRE SUPPRESSION	FD11200	FD	UNK	AIRSHORE ART PNEUMATIC SHORING (ON SHORING TRAILER 1010)	METAL	686484	N/A	N/A	\$50
33										\$42,240



Unit 1002, 1983 Trailer - Buttons, License D26511. Estimated value: \$300



Unit 1014, 2000 Dual Rail Motorcycle Utility Trailer. VIN: 4G44S0812YA001529, License 31793D. Estimated value: \$200.



Unit 1017, 2005 Trailer, Top Notch Utility. VIN: 1T9FS12155T500509, License: 41617D. Estimated Value: \$1,500



Unit 1159, 2005 Ford Taurus. VIN: 1FAPP53275A120627, License 38360D. Estimated Value: \$1,700



Unit 1160, 2005 Ford Taurus. VIN: 1FAPP53255A120626, License: 38273D. Estimated Value: \$1,500



Unit 1186, 2004 Ford Explorer. VIN: 1FMZU72K24ZB19314, License: 38268D. Estimated Value: \$2,500



Unit 1216, 1999 15-passenger Van, Ford Super Clubwagon. VIN: 1FBSS31L5XHB13603, License 26065D. Estimated Value \$2,000



Unit 1223, 2002 Chevy Astro Van. VIN: 1GNDM19X92B133902, License 32648D. Estimated Value \$1,200



Unit 1226, 2002 Chevy Silverado Quad Cab Pickup. VIN: 1GCEC19V22Z269570, License 34246D. Estimated Value \$2,500



Unit 1270, 2001 Dodge Ram Pickup. VIN: 1B7KC23ZX1J224491, License 29916D. Estimated Value \$2,500



Unit 1237, 2000 GMC Sonoma Ext. Cab Pickup. VIN: 1GTCS19W6Y8209972, License 29837D. Estimated Value \$1,500



Unit 1426, 2002 National Signal Variable Message Board ER 200 JR. VIN: 1S9M110172L358676; S/N: 14676, License 36135D. Estimated Value \$1,200



Unit 1259, 2005 Ford Ranger RC 4x2. VIN: 1FTYR10U95PA91060, License 41139D. Estimated Value \$1,500



Unit 1427, 1999 Wanco Traffic Director. VIN: 1W91D1013X1249164; MODEL: WTD2B8-SAC License 26062D. Estimated Value \$1,000



Unit 1430, 1990 Arrowstar Solartron Variable Message Board. S/N: 022746H389S / C103552. License 10860D. Estimated Value \$800



Unit 7102, 2006 Dodge Stratus FFV. VIN: 1B3AL46T76N280579, License 43839D. Estimated Value \$1,100



Unit 1678, 2004 John Deere 1600 Turbo Wide Area Mower. S/N: TC1600T010310. Estimated Value \$6,500



Unit 7200, 2009 Ford Escape FWD HEV U49, VIN: 1FMCU493X9KB00433, License 48097D. Estimated Value \$2,200



Unit 1680, 2005 John Deere 1545 Front Deck Mower. S/N: TC1545X30055. Estimated Value \$3,000



Unit 7204, 2009 Ford Escape Hybrid. VIN: 1FMCU49389KB00432, License 48100D. Estimated Value: \$2,000



Unit 1827, 1999 Hyster Forklift. S/N: H177B12138W. Estimated Value \$3,000



Unit 8200, Ford Escape. VIN: 1FMYU02Z87KA03452, License 42530D. Estimated Value \$2,000



Honda 5.5 GX160 Generator. Estimated Value \$50

THE FOLLOWING ITEMS ARE A RESULT OF MOVING FROM THE GEORGE LONG FLEET/FACILITIES SHOP AND FIRE'S CONTRACT. ITEMS ARE OBSOLETE, HAVE BEEN REPLACED OR ARE IN POOR OPERATING CONDITION.



Lincoln AC/DC Arc Welder. Estimated Value \$20



Jet Shop Vacuum. Estimated Value \$100



CAT Pump (3 spigot). Estimated Value \$50



Craftsman Radial Table Saw 2.5 HP. Estimated Value \$20



Tempest Power Blower Fan. Estimated Value \$20



Honda 5.5 GX160 Fan. Estimated Value \$50



Briggs & Stratton Pump. Estimated Value \$50



Generac 4000XL Generator. Estimated Value \$80



Honda 5.0 GX140 Fan. Estimated Value \$50