CITY OF TUKWILA

City Council Regular Meeting

Monday, July 20, 2026 at 7:00 p.m.

Location: Tukwila City Hall, Council Chambers, 6200 Southcenter Boulevard, Tukwila, WA 98188
Join remotely: 1-253-292-9750, Access Code: 670077847# or click here to join virtually

AGENDA

1. CALL TO ORDER/ PLEDGE OF ALLEGIANCE / ROLL CALL

2. LAND ACKNOWLEDGEMENT

The City of Tukwila is located on the ancestral lands of the Coast Salish people. We acknowledge their continuing connections to land, waters and culture. We pay our respects to their elders past, present and emerging.

3. PUBLIC COMMENTS

Those wishing to provide public comments may verbally address the City Council both on-site at Tukwila City Hall or remotely via phone or Microsoft Teams for up to 5 minutes for items both on and not on the meeting agenda. Per the Council Rules of Procedure, the total time for public comment should not generally exceed 30 minutes and time may be reduced to 3 minutes if there are more than 6 speakers.

To provide comment remotely, please email citycouncil@tukwilawa.gov with your name and topic by 5:00 p.m. on the meeting date. Please clearly indicate that your message is for public comment during the meeting, and you will receive further instructions.

4. PRESENTATION

a. Introduction and Swearing-in Officer Ashlee Sincraugh
Eric Lund, Interim Chief of Police

b. Best Starts for Kids Update
Dr. Jamalia Jones & Jessica Tollenaar Cafferty, Best Starts for Kids Co-Leads

5. CONSENT AGENDA

a. Approval of Minutes: 06/22 Special Meeting

b. Approval of Vouchers

c. Authorize the Mayor to execute the Capital Project Design Contracts as follows: **Pg. 5**

(1) with GGO, LLC for the Riverton Playground Replacement in the amount of $162,561.00, and

(2) with Berger Partnership for the Tukwila Community Center (TCC) Riverside Campus and Canoe Launch in the amount of $210,120.00.
[Reviewed and forwarded to consent by the Community Services and Safety Committee on 06/22/26]

d.	Authorize the Mayor to execute a contract with Watertronics LLC for the Foster Golf Links Pump House Replacement in the amount of $267,000.00. *[Reviewed and forwarded to consent by the Community Services and Safety Committee on 06/22/26]*	**Pg. 80**
e.	Authorize the Mayor to accept the King County Metro Transportation Demand Management (TDM) grant funding for the continuation of TDM activities in Tukwila through 2027 in the amount of $300,000.00. *[Reviewed and forwarded to consent by the Committee of the Whole on 07/13/26]*	**Pg. 104**
f.	Authorize the Mayor to accept the Federal Highway Administration (FHWA) Congestion Mitigation and Air Quality (CMAQ) Improvement grand funding for TDM services in Tukwila and South King County through 2027 in the amount of $300,000.00. *[Reviewed and forwarded to consent by the Committee of the Whole on 07/13/26]*	**Pg. 121**
g.	An ordinance granting Forged Fiber 37, LLC and its affiliates, successors and assigns, the right, privilege, authority and nonexclusive franchise to construct, maintain, operate, replace, and repair a telecommunications network in, across, over, along, under, through and below certain designated public rights-of-way in the city. *[Reviewed and forwarded to consent by the Committee of the Whole on 07/13/26]*	**Pg. 125**
h.	An ordinance granting McLeodUSA Telecommunications Services, LLC., and its affiliates, successors and assigns, the right, privilege, authority and nonexclusive franchise to construct, maintain, operate, replace, and repair a telecommunications network in, across, over, along, under, through and below certain designated public rights-of-way in the city. *[Reviewed and forwarded to consent by the Committee of the Whole on 07/13/26]*	**Pg. 166**
i.	Authorize the Mayor to execute Contract Amendment #3 to Contract 24-145 with Kirshenbaum & Goss, Inc. P.S. for public defense services in the amount of $49,000.00 Contract Amendment #3 *[Amendment exceeds 10% of original contract amount]. [Reviewed and forwarded to consent by the Community Services and Safety Committee on 07/13/26]*	**Pg. 207**

6. PUBLIC HEARING

a.	Moratorium for Correctional Institutions and Detention Facilities	**Pg. 212**

7. UNFINISHED BUSINESS

a.	Moratorium for Correctional Institutions and Detention Facilities Discussion	**Pg. 212**
b.	An ordinance updating the City of Tukwila's Residential Rental Business License and Inspection Program Requirements to include an Incentive-Based Program; as codified at Tukwila Municipal Code Sections 5.06.050 “Inspection Required”; 5.06.140, “Certificate of Compliance Validity and Renewal”; and 5.06.210, “Appeal”.	**Pg. 214**
c.	Miscellaneous Amendments to the Tukwila Municipal Code (TMC)	**Pg. 220**

(1) An ordinance updating references pursuant to changes in zoning districts as codified at Tukwila Municipal Code (TMC) Section 8.22.020(8)(a); definition of “Residential District”. Pg. 225

(2) An ordinance updating Classes of Right-of-Way Permits to ensure clarity as codified at Tukwila Municipal Code (TMC) section 11.08.050; “right-of-way use permits”. Pg. 227

(3) An ordinance updating references pursuant to changes in zoning districts as codified at Tukwila Municipal Code (TMC) sections 17.20.030(e) and 17.20.030(f); “lots” and “landscaping”; providing for severability; and establishing an effective date. Pg. 230

(4) An ordinance amending various sections of the Tukwila Municipal Code (TMC) Title 18, “Zoning”; clarifying regulations, incorporating minor code amendments, and correcting errors throughout the title; establishing TMC 18.58.065, “Temporary Wireless Communication Facilities”; and repealing TMC 18.50.045, “Height Regulations Around Major Airports”; TMC 18.70.130, “Cargo Containers” and Table 18-13, “Housing Option Program Standards” Pg. 233

(5) An ordinance updating references pursuant to changes in Zoning Districts as codified at Tukwila Municipal Code (TMC) Sections 19.08.180 and 19.08.225; “Multi-Family Complex” and “Residential Zone” Pg. 274

(6) A resolution updating the Critical Areas Designation Fee in alignment with recent changes to the Tukwila Municipal Code Pg. 277

d. An ordinance relating to Camping on City Property; establishing a new chapter 8.41 of the Tukwila Municipal Code (TMC), Chapter 8.41, “Camping Regulations” **Pg. 280**

e. Public Works Shop Consolidation – Phase II Project Update **Pg. 289**

8. REPORTS

a. Mayor

b. City Council

c. Staff – City Administrator Report **Pg. 310**

9. MISCELLANEOUS

10. ADJOURNMENT

WELCOME TO THE TUKWILA CITY COUNCIL MEETING

The Tukwila City Council encourages community participation in the local government process and welcomes attendance and public comment at its meetings.

MEETING SCHEDULE

Regular Meetings are held at 7:00 p.m. on the 1st and 3rd Mondays of each month. The City Council takes formal action in the form of motions, resolutions and ordinances at Regular Meetings.

Committee of the Whole Meetings are held at 7:00 p.m. on the 2nd and 4th Mondays of each month. The City Council considers current issues, discusses policy matters in detail, and coordinates the work of the Council at Committee of the Whole meetings.

PUBLIC COMMENTS

Members of the public are given the opportunity to address the Council for up to 5 minutes on items both on and not on the meeting agenda during Public Comments. Per the Council Rules of Procedure the total time for public comments should not generally exceed 30 minutes and time may be reduced to 3 minutes each if there are more than 6 speakers.

When recognized by the Presiding Officer, please go to the podium if on-site or turn on your microphone if attending virtually and state your name clearly for the record. The City Council appreciates hearing from you but may not respond or answer questions during the meeting; members of the City Council or City staff may follow up with you following the meeting.

PUBLIC HEARINGS

Public Hearings are required by law before the Council can take action on matters affecting the public interest such as land-use laws, annexations, rezone requests, public safety issues, etc. The City Council Rules of Procedure provide the following guidelines for Public Hearings:

1. City staff will provide a report summarizing and providing context to the issue at hand.
2. City staff shall speak first and be allowed 15 minutes to make a presentation.
3. The applicant is then allowed 15 minutes to make a presentation.
4. Each side is then allowed 5 minutes for rebuttal.
5. After City staff and the applicant have used their speaking time, the Council may ask further clarifying questions of the speakers.
6. Members of the public who wish to address the Council on the hearing topic may speak for 5 minutes each.
7. Speakers are asked to sign in on forms provided by the City Clerk.
8. The Council may ask clarifying questions of speakers and the speakers may respond.
9. Speakers should address their comments to the City Council.
10. If a large number of people wish to speak to the issue, the Council may limit the total amount of comment time dedicated to the Public Hearing.
11. Once the Presiding Officer closes the public hearing, no further comments will be accepted, and the issue is open for Councilmember discussion.
12. Any hearing being held or ordered to be held by the City Council may be continued in the manner as set forth by RCW 42.30.100.

For more information about the City Council, including its complete Rules of Procedure, please visit: https://www.tukwilawa.gov/departments/city-council/

City of Tukwila

Thomas McLeod, Mayor
Marty Wine, City Administrator

ITEM NO.
5.C.

AGENDA BILL

Agenda Item	Contracts Approval: Capital Project Design Contracts – Riverton Playground Replacement & TCC Riverside Campus & Canoe Launch	
Sponsor	Mattie Powell, Project Manager Parks & Recreation	
Legislative History	June 22, 2026 July 20, 2026	Community Services & Safety Committee Regular Meeting
Recommended Motion	☐ Discussion Only	☒ Action Requested
	MOVE TO authorize the execution for two (2) contracts providing capital project design services for the Riverton Park Playground Replacement Project in the amount of $162,561.00 and the TCC Riverside Campus and Canoe Launch Project in the amount of $210,120.00.	

EXECUTIVE SUMMARY

The City of Tukwila Parks and Recreation Department is proceeding with two capital projects, one for replacement of the playground at Riverton Park and the other for re-development of the Tukwila Community Center's Riverside Campus. These projects are in various stages of design with the proposed contracts furthering their respective projects to their next design milestones. Both contracts are in amounts that, per city policy, require city council approval before the Mayor may execute the contract. Department staff request the Community Services and Safety Committee forward this item (and its two contained contracts) to the July 20th Regular Meeting Consent Agenda for council approval.

DISCUSSION

Riverton Park Playground Replacement Project – GGLO
$162,561

The Riverton Park Playground Replacement Project includes, but is not limited to, a full replacement of the park's current playground, replacement of the park's picnic shelter with a larger structure, and various landscaping improvements. This project's total cost is currently estimated at $1,800,000 with an estimated project completion date in 2027. The firm chosen for the proposed design contract, GGLO, developed the project's initial design package in Q1 2024.

In early Q2 2026, the Parks and Recreation Department signed a 2nd contract with GGLO for Phase 1 of project design services, which included items such as cultural resources reporting, geotechnical surveys, permit documentation, water quality treatment analysis, and more. The proposed contract, referred to as Phase 2 of this design work, will move the project to its eventual construction and completion and includes, but is not limited to, services such as final permit documents, final report issuance for water quality, fulfillment of other various project requirements, and creation of construction documents. The total cost for Phase 2 is estimated at $162,561; this includes the base cost of $141,358 and a proposed design contingency of 15% or $21,203.

Below is an overview of the original Riverton Park Playground Replacement Project Design Package, please note that the designs shown are not final and subject to change.

Tukwila Community Center Riverside Campus and Canoe Launch – Berger Partnership $210,120

The Tukwila Community Center Riverside Campus and Canoe Launch Project is a full redevelopment of the Community Center's campus that faces the Duwamish River, covering an area of approximately 3.5 acres. This redevelopment includes, but is not limited to, installation of a non-motorized boat launch, re-routing of the riverside campus trail, installation of a river overlook walkway, a log jam seating wall, and other landscaping improvements. The project's total cost is currently estimated at $3,650,000 with estimated project completion in 2028. The firm chosen for the proposed design contract, Berger Partnership, developed the Tukwila Community Center Campus Master Plan in Q3 2024.

The Parks and Recreation Department signed a second contract with the Berger Partnership in Q2 2025 to continue various design processes, with the project currently at around 30% design completion. The proposed contract would move the project forward to approximately 50% design and allow the project team to fully scope necessary permit services and timelines for future design phases and eventual project construction. Specific work per the proposed contract includes but is not limited to Cultural Resources surveying, Wetland and Stream Delineation, Endangered Species Act Determination calculations, civil engineering inputs for State Environmental Policy Act (SEPA) work, National Environmental Policy Act (NEPA) work, site layout refinements, and stakeholder engagement and review. The total cost for this phase of design is estimated at $210,120.

The next page includes a landscape schedule showing the project's current design concept, please note that the design shown is not final and subject to change.

FINANCIAL IMPACT

Complete for all items requiring City expenditure Disclaimer: Final terms and scope of work subject to review by the City Attorney		
☒ Budgeted ☐ Unbudgeted ☒ Grant-Funded	Expenditure Required: 1. GGLO – $162,561 2. Berger Partnership - $210,120	Fund Source: 1. GGLO – RCO Grant/Park Impact Fees 2. Berger – RCO & King County Grants
Contractor	1. GGLO – Riverton Park Playground Replacement 2. Berger Partnership – TCC Riverside Campus	
Scope of Work	Please reference the attached proposed contracts	
Amount	$372,681 total between the two contracts	
Duration	1. GGLO through June 2027 2. Berger through January 2028	
Additional Comments: Timelines are subject to change in response to internal and/or external factors such as, but not limited to, permitting, grant reporting, and/or grant deadlines.		

ATTACHMENTS

A – Proposed Contract for Professional Services + Exhibits – GGLO, LLC (Riverton Park Playground)
B – Proposed Contract for Professional Services + Exhibits – Berger Partnership (TCC Riverside Campus)

City of Tukwila

6200 Southcenter Boulevard, Tukwila WA 98188

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 **GGLO, LLC**, 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 **Capital Project Design** services in connection with the project titled **Riverton Park Playground Replacement**.

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 **June 30, 2027**, 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 **June 30, 2027** 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 "A" attached hereto, provided that the total amount of payment to the Consultant shall not exceed **$162,561** 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. **<u>Ownership and Use of Documents</u>.** 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. **<u>Compliance with Laws</u>.** 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. **<u>Indemnification</u>.** 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. **<u>Insurance</u>.** 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. <u>Automobile Liability</u> 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. <u>Commercial General Liability</u> 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. <u>Workers' Compensation</u> 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 15th day of June, 2026.

CITY OF TUKWILA

CONSULTANT:

By: ______________________________

____
Thomas McLeod, Mayor

Printed Name:______________________

Title: ______________________________

ATTEST/AUTHENTICATED:

____
Andy Youn-Barnett, City Clerk

APPROVED AS TO FORM:

____
Office of the City Attorney

Exhibit A

SCOPE OF SERVICES

PROJECT DESCRIPTION

The site of approximately 4 acres, known as Riverton Park, is located at 12424 42nd Avenue South, Tukwila, WA 98168. GGLO to permit, document and observe the construction of a previously designed project area of the park – Riverton Park Playground, for Tukwila Parks and Recreation.

- New play area
- New site furniture, bike racks, signage, shelter
- Native and Adaptive Plants
- Irrigation is not included in scope, assumed design-built with performance specifications.
- Project Management and coordination of full design Team

SCOPE OF BASIC SERVICES

This scope document presents Basic Landscape Architecture design professional services by phase. Listed with a description of each phase are anticipated deliverables. Each subsequent phase of work will proceed upon authorization of each phase by the Client.

A. Task 280 See Cultural Resource Consultant Scope

B. Task 281 See Land Surveyor Scope

C. Task 282 See Geotechnical Engineer Scope

D. Task 480 Permit Documents

GGLO to proceed with Permit Documents based on the Approved Set or drawings dated April 30, 2024 and Client's authorization to proceed.

- Review all park elements with the client and refine project information, hardscape and landscape plans, material and planting palettes, and typical details.
- Prepare General sheets and zoning and code diagrams and calculations required by City of Tukwila for required for permit submittals.
- Review Playground components and adjust per availability, pricing, etc. Consider alternatives.
- Meet with Design consultants, issue bases for their work.
- Coordinate work with design consultants.
- Attend bi-weekly project team design & coordination meetings.
- Prepare draft CSI specification and confirm applicability of products with City.
- In-house quality review of documents.

Deliverables:
- 30 x 42 Permit drawing set per jurisdictional requirements.
- Permit documents will include general sheets and information; layout and materials plans; planting plans; material and planting palettes, street furnishings and typical details.
- Draft CSI specification of landscape related materials.

E. Task 580 Construction Documents Phase

Approved Design Development deliverables and project budget to be the basis of the Construction Documents. GGLO will collaborate with the Client to carry out the design intent through refinement and detailing of the project.

- Finalize design exhibits noted in Permit phase scope of services and provide detailed .dimensioning and notes suitable for permit approval, bidding, and construction of the project.
- Add enlarged plans where needed, sections and non-typical details to describe design intent.

- Attend bi-weekly project team design & coordination meetings related to Landscape.
- Prepare CSI Masterspec specifications.
- In-house quality review of documents.

Deliverables:
- Final Construction Documents
- Permit Corrections.
- Landscape Specifications in CSI Masterspec format.

F. Task 680 Bidding Services

Upon approval of the Construction Drawings, and with the written authorization of the Client, GGLO to provide bidding support services.

- Prepare addenda to Construction Documents to document clarifications and approved substitutions. GGLO assumes addenda will contain minor scope changes.
- Respond to questions from Owner and/or Contractor(s) regarding design intent and acceptability of substitutions.
- The Bidding Phase is complete when the Construction Contract has been awarded, or written notification is given by the City to the successful bidder.

Deliverables:

- Written addenda with drawing exhibits
- 30 x 42 Issue for Construction drawings (IFC set) incorporating resolution of the Bid process.

G. Task 780 Construction Phase Services

Construction administration services shall begin when an award has been made and end upon receipt of all requirements of this Agreement and when the final pay estimate has been paid to the Construction Contractor.

- Attend on site Landscape pre-construction conference. Contractor to prepare and distribute agenda and meeting notes with action items.
- Review General Contractor's construction schedule and submittal schedule.
- Respond to Landscape related RFI's (Request for Information) submitted by the General Contractor.
- Issue Landscape related ASI's (Architect's Supplemental Instructions) and SD's (Supplemental Drawings) to Architect to clarify design intent.
- Review properly processed Contractor submittals and shop drawings with a limit of two (2) reviews per submittal. Coordinate consultant reviews with consultant team members.
- One review and comment upon final design-build MEP documentation to be processed as a submittal.
- Attend Owner / Architect / Contractor (OAC) progress meetings regarding Landscape scope of work. Contractor to prepare and distribute agendas and meeting notes with action items. Assumes a maximum of 16 Meetings, concurrent with Site Visits.
- Observe construction progress of Landscape related scope on a weekly basis. Prepare and issue Field Observation reports from site visits when progress is measurable. Assumes a maximum of 16 Site Visits, concurrent with meetings.
- Review Contractor's punch list of Landscape correction items at Substantial Completion.
- Forward to the Owner, for Owner's review and records, written warranties, record documents, operations and maintenance manuals and related documents required by the Contract Documents and received from the Contractor.

- Upon written request by the Owner, Landscape Architect will conduct a meeting with the Owner to review landscape related items prior to 1 year anniversary of Substantial completion.

SUPPLEMENTAL SERVICES

The following tasks are identified as Supplemental Services that fall outside the basic design scope. These services may be provided upon request, authorization by the Client, or as the project scope dictates.

Task 481 Permitting Coordination

- Schedule Permit Intake with the City of Tukwila.
- Coordinate with design consultants in preparation for all permits required for the implementation of the project.
- Prepare and Coordinate Building Permit submittal forms with Owner.
- This task assumes one (1) round of building permit corrections.

Tasks 482-485 See Civil Engineer Scope

Task 581 Conformed Set of Construction Documents (Bid Set)

Following completion of the permitting process, the Team will prepare a conformed set of drawings incorporating revisions resulting from agency review comments.

Services include:

- Incorporate revisions resulting from permitting agency comments.
- Update plan sheets, details, and notes to reflect final approved design.
- Coordinate updates across all disciplines to ensure consistency.
- Prepare a final conformed plan set suitable for bidding.

Task 781 Record Drawings (As-Built Drawings)

Not Added at this time. See Additional Services.

ADDITIONAL SERVICES

The following services are not part of our Scope of Basic Services. If requested by the Client, GGLO will prepare a separate Authorization for approval prior to proceeding with the work.

- As-Built Drawings.
- Record Drawings.
- LEED / other Sustainable Design Certification Program enrollment, documentation, and certification process.
- Life Cycle Cost Analysis.
- Study Models or Presentation Models.
- Rendered/Colored Perspectives and 3-D modeling, other than what is identified in Basic Services or elected to do by the Landscape Architect.
- Marketing Information such as brochures, exhibits, etc.
- Meetings other than those specifically included in Basic Services.
- Out of sequence design or revisions or design phase durations beyond those shown in the attached schedule.
- Extraordinary and/or challenging jurisdictional requirements including Environmental Impact Statement support or hearing examiner presentations.
- Engineering and Hydrology Design of Pools or water features
- Exterior Building Lighting Design or engineering
- Signage and Wayfinding
- Site Lighting Design and Full Irrigation Design
- Construction Observation beyond timeline identified in project schedule

Washington WBE/DBE Certified

ERCI

1229 Cleveland Avenue Mount Vernon, Washington 98273 Telephone 360-826-4930 Fax 360-826-4830 www.equinoxerci.com

March 13, 2026

Tim Slazinik PLA, ASLA, LEED Green Associate
Senior Associate
GGLO
SEATTLE / LOS ANGELES / BOISE
WWW.GGLO.COM
RE: Cultural Resources Survey, 4112 S 131st St, Tukwila, Washington

Tim Slaznik:

Thank you for considering Equinox Research and Consulting International Inc. (ERCI) for your cultural resource management needs for your planning purposes.

We understand that the City of Tukwila will use an RCO grant to renovate Riverton Park Playground. The existing playground and picnic shelter will be replaced, paths will be renovated and new furnishings and landscaping will be installed. The State of Washington also has a series of RCWs and associated WACs concerning cultural resources that we are guided by. In providing cultural resource management services for clients, ERCI works in accordance with all applicable laws and regulations.

Scope

- Subsurface and pedestrian survey with up to 30 shovel probes
- One Historic Property Inventory
- Report to state and federal standards

Qualifications

- Principal investigator and senior archaeologists meet the Secretary of Interior's professional qualification standards for archaeology
- Expertise on prehistoric and historic archaeology of Washington
- Experience in Section 106 and applicable state and local laws relating to historic preservation and human remains
- Positive working relationship with federally recognized Tribes and experience in tribal coordination
- Experience in processes that balance competing resource needs
- Strong record of completing work within budget

Assumptions

- We will not encounter human remains during fieldwork
- There will be no additional permits or plans
- No deep machine testing will be needed
- Project will not require a cultural landscape evaluation
- Survey area is clear of impenetrable vegetation (ex: blackberries)

The team at ERCI comprises individuals with strong personal research specialties who pride themselves on efficiency, performance and integrity. We provide the highest quality product. Please visit our web site for additional details, at www.equinoxerci.com.

Thank you for the opportunity to provide excellent heritage planning services for your project, and we look forward to working with you.

Regards,

Kelly R. Bush
Equinox Research and Consulting International Inc. (ERCI)

PROPOSED BUDGET

Grouped Totals by Job Classification			
Job Classification	**Hours / Units**	**Rate**	**Cost**
Archaeological Technician	6.00	59.67	358.02
Archaeological Technician	24.00	65.10	1562.28
Archaeologist	12.00	94.93	1139.17
Archaeologist	4.00	81.37	325.48
Archaeologist	8.00	84.08	672.65
Historian Historic Property Inventory	30.00	89.51	2685.18
Principal Investigator	7.00	149.18	1044.24
Senior Archaeologist	10.00	97.64	976.43
Direct Costs			
Description	**Hours / Units**	**Rate**	**Cost**
Mileage (140 miles R/T) 1 vehicle(s)	140.00	0.70	98.00
		Job Class Subtotal	8763.44
		Direct Costs Subtotal	98.00
		Grand Total	**8861.44**

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement (the **"Agreement"**) is made this 25th day of March, 2026 by and between K & K Engineering & Surveying Inc. dba Encompass Engineering & Surveying, a Washington corporation, with its place of business located at 165 NE Juniper St. #201, Issaquah, WA 98027 (hereafter "**Encompass**") and ________________________, (hereafter "**Client**").

In consideration of the mutual covenants and agreements stated below, the parties agree as follows:

I. Encompass' Services Provided

A. **Project and Services**. For the compensation stated below, Encompass shall provide to Client professional services specified below:

Project Site: King County Parcel Nos. 7340600884, 7341600005, 7341600010, 7341600015, 7341600020 and 7341600025 located at 4112 S 131st St. in Tukwila, WA – AKA Riverton Park

Encompass UBI#: 602463841

Scope of Services:

Boundary and Topography Survey

- Encompass will solve the property boundaries based upon previous surveys, deeds and records.
    - Property Corners will be set
    - A title report, supplied by the Client will be reviewed and pertinent items will be shown on the survey map.
    - Encompass will file a Record of Survey with King County. **The filing fee of $430 is included in the Lump Sum Cost.**
- Encompass will create a topography map to include:
    - 1-foot contours (25' grid), paths, parking, picnic shelter, trees, limits of designated planting areas, utilities and other significant topographic features
    - Underground utilities will be based on measure down information in storm manholes, sewer manholes, together with utility paint marks to be provided by others (Encompass will work with a utility locating company for the paint marks. **The cost of the paint marks is $1,100.00 and is included in the below cost.** The sewer and storm will be extended to the next structure past the survey limits.
- The limits of the topographic survey will be the westerly portion of the Project Site as identified by the City on provided Survey Limits map.
- Encompass will deliver a signed PDF and AutoCAD drawing of the Boundary and Topographic map. A hardcopy of the map will also be available if requested.

Task Assumptions

- Additional services outside of the above scope of work will be invoiced on a time and material basis.

Lump Sum Fee: $7,700.00

***PLEASE NOTE: ALL FIELD WORK AND COSTS ASSOCIATED ARE WEATHER DEPENDENT.**

B. **Delay or Suspension.** Encompass may terminate this Agreement and its services if Client delays the commencement of services for more than ninety (90) days, or if Encompass' services are suspended for more than ninety (90) days, consecutive or in the aggregate.

C. **Services Rendered Only to and for Client.** These services are provided for the exclusive use of Client, and will not be used by or rendered to any other person or entity, or used for any other purpose or project, without the prior written and signed consent of Encompass.

II. Compensation to Encompass

For the services specified above, Client shall pay Encompass as follows:

A. Compensation is based on the lump sum cost, which is $7,700.00 in accordance with the Rate Schedule. Client understands and agrees that the lump compensation, as set forth in this Section, is based solely on the services provided described in Section I above. Any additional out of scope items or changes to the lump sum cost due to unforeseen difficulties will be discussed with the Client prior to proceeding with the work.

B. Deposit As partial security for payment, a deposit of **$0** shall be paid concurrently with the signing of this Agreement and before work is begun on Client's project (**the "Deposit"**). The Deposit may be applied to any overdue amount on invoices as provided in Section III, Paragraph below, and after such application Client will reinstate the Deposit to its original amount. At the termination of completion or Encompass' services, any Deposit remaining may be applied to the final invoice and the balance will be returned to Client or, if the Deposit is not sufficient to cover the charges in the final invoice, Client shall pay the balance remaining in accordance with payment procedures set out in the Agreement.

C. Credit Card. All Clients must have a credit card on file with Encompass' office. To the fullest extent permitted by law, in the event the Client does not pay an invoice within sixty (60) days of the date of the invoice, the Clients' credit card will be charged for the full fees owing on the account, and Client hereby irrevocably authorizes Encompass to charge its credit card as so described. The foregoing right shall not be Encompass' sole right or remedy for Client's failure to make timely payment. Encompass retains all other rights and remedies it has under this Agreement or otherwise for Client's said failure.

____

I have read and understand Section II, Paragraphs B and C above. (initial)

III. Fee Schedule and Billing

A. Invoices. Fees and costs will be billed to Client by invoice on a monthly basis beginning with the next regular billing cycle. All invoices are due and payable upon receipt. The entire invoice amount is due, and Client shall pay Encompass the entire invoice amount, within thirty (30) days of the date of the invoice. Any amounts which are not so paid on time shall accrue interest at the rate of one and one-half per cent (1½%) per month from the date of the invoice.

B. Disputed Invoices. Client must notify Encompass in writing within ten (10) days of the date of the invoice of any question, issue or discrepancy with the invoice. Absent such written notification within ten (10) days of the date of the invoice, Client agrees that the invoice amount is correct, due and payable, and binding on Client.

C. Failure to Timely Pay Invoices. Encompass may (but is not required to) do any or all of the following if an invoice is not paid when due:

1. Suspend or terminate its services.
2. Apply the Deposit to the overdue amounts, demand immediate payment of any balance owing to Encompass, and demand reinstatement of the Deposit to its original amount.
3. Charge Client's credit card.

The rights above are in addition to, and not in lieu of, any other rights and remedies Encompass may have under this Agreement, statute, other law or equity.

Nothing in this Agreement shall be deemed to be a waiver of Encompass' right to stop work or to enforce its lien for Client's failure to pay for its professional services when due.

In addition to any past due amount and any amount due under other provisions of this Agreement, Client will pay all of Encompass' reasonable expenses necessary for collection of any past due amounts including, but not limited to, attorney's fees and expenses filing fees, lien costs and Encompass' staff time.

IV. Additional Services/Payment

A. **Increased or Additional Work as a Result of Change in Governmental Policy**. In the event that a change in governmental or agency policy after the date of this Agreement requires additional office or field work by Encompass, then the Client shall be notified to obtain authorization for Encompass to provide additional services, the fee for which will be determined at the time the Client is notified.

B. **Re-staking of Property**. Any re-staking shall be paid for by Client as extra work unless it is necessary because of the act or omission of Encompass.

C. **Changes.** Client may request changes in the services, but such changes shall not become part of this Agreement until they are approved in a signed writing by Encompass. Changes may have the effect of increasing or decreasing the cost of the Services.

V. Client's Duties and Responsibilities

In addition to Client's duties stated elsewhere in this Agreement, Client shall:

A. Be responsible for and pay any and all checking and inspection fees; zoning, subdivision, and annexation application fees; assessment fees; soils engineering fees; aerial topography fees; structural engineering fees; costs of permits; bond premiums; title company charges; blueprint and reproduction costs; and all other costs not specifically allocated to Encompass in a writing signed by Encompass.

B. Arrange safe access to, furnish Encompass with right-of-entry, and make all provisions for Encompass to enter upon public and private property and facilities as required for performance of the scope of services.

C. Cooperate reasonably to assist or allow Encompass to perform its services.

D. Be responsible for, and Encompass may rely upon, the accuracy and completeness of all requirements, data, instructions, reports and other information provided by Client or its contractor(s), and Encompass may use the same in performing its services.

E. To identify the locations of any underground facilities, structures or utilities on or adjacent to the project site which could impact Encompass' services. Encompass shall not be responsible for damage to such facilities, structures or utilities not so identified prior to the damage occurring. Client's indemnification, defense and hold harmless obligations in Section IX of this Agreement shall apply to any claims or actions arising out of such damage.

F. Assume responsibility for safety at the site, and promulgate reasonable safety policies and procedures for the Project Site.

VI. Encompass' Performance

A. **Standards of Care.** The standard of care applied for all professional engineering and related services provided by Encompass under this Agreement will be the degree of care and skill ordinarily used by members of the subject profession practicing in the same discipline under similar circumstances at the same time and in the same locality.

The standard of care applied for all survey and related services provided by Encompass under this Agreement will be the degree of care and skill ordinarily used by members of the subject profession practicing in the same discipline under similar circumstances at the same time and in the same locality.

B. **No Warranties**. To the fullest extent allowed by law, Encompass makes no warranties, express or implied, under this Agreement or otherwise, in connection with Encompass' services. No warranty or guarantee, either express or implied, is made or intended by this Agreement or by any report, opinion or Instrument of Service (as defined in Section XI below) provided by Encompass.

C. **No Guarantee on Amount of Cost or Time**. Client acknowledges that Encompass has made no warranty or guarantee about the total amount of charges or about the length of time to complete your matter.

D. **No Representation Concerning Construction Costs or Governmental Fees**. Encompass makes no representations regarding any cost figures made in connection with construction costs and/or governmental fees. Client understands that any such cost figures are estimates only and that Encompass is not responsible for any difference between the cost figures and actual costs or for any fluctuations in costs.

E. **Exempt Wells**. Encompass makes no representation regarding legal withdraw of groundwater through the use of exempt wells.

F. **Safety and Security**. Encompass shall have no authority over, or responsibility for, safety or security at the project site. Safety at the site shall be the responsibility of Client or its contractors. Encompass' employees and representatives shall comply with the applicable requirements of the Client's or its contractor's safety procedures which have been provided to Encompass in writing.

G. **Force Majeure.** Encompass shall not be considered in breach of this Agreement nor will it be liable for damages to the extent that the performance of its obligations is prevented by an event beyond the reasonable control of Encompass, which includes, but is not limited to (i) act of God (such as, but not limited to, fires, explosions, earthquakes, lightning, inclement weather, droughts, tidal waves and floods); (ii) war, hostilities, embargo or rebellion; (iii) riot, commotion, protest, strikes, slowdowns, lock outs or disorder; (iv) acts or threats of terrorism; or (v) explosions; or (vi) unanticipated discovery of any Hazardous Materials, differing site conditions, delays or accidents caused by third-parties, failure by Client to provide Encompass access to perform its services, or negligent work or intentional acts by other parties (vii) delays because of strikes, lockouts, work slowdowns or stoppages (viii) failure of any governmental or regulatory authority to act in a timely manner. When such delays beyond Encompass's reasonable control occur, the rates and amounts of compensation provided for in this Agreement will be subject to equitable adjustment.

H. **Soil Conditions.** Other than as specifically and expressly provided herein, Encompass makes no representation regarding soil conditions, and Encompass shall have no liability relating to any soil condition or for failure to make soil surveys, sub-surface soils tests or other soil tests.

I. **Areas.** Encompass makes no representation concerning areas. Any estimates of areas are estimates only, and are not guaranteed or warranted.

VII. Termination

A. **By the Client**. The Client may direct Encompass to terminate work at any time. This termination of services must be in writing and delivered to Encompass at their primary office in Cle Elum, Washington. Termination will not take effect until Encompass receives such notice.

B. **By Encompass**. Encompass may, after written notice to the Client, terminate working on the Client's matter if the Client has misrepresented or failed to disclose any important facts, failed to cooperate with or follow the advice of Encompass staff, failed to pay billing statements promptly and in full, is in breach of this Agreement, or for any other reason.

C. **Payment.** Whether the Client or Encompass terminates the services, the Client remains obligated to pay for services rendered and expenses incurred until termination, and Client shall pay such amounts immediately.

VIII. Hazardous Materials

A. **Hazardous Materials**. As used in this Agreement, the term "Hazardous Material" means any toxic substances, chemicals, radioactivity, pollutants or other materials, in whatever form or state, known or suspected to impair the environment in any way whatsoever. The term, "Hazardous Materials" include, but are not limited to, those substances defined, designated or listed in any federal, state or local law, regulation or ordinance concerning hazardous wastes or substances, dangerous wastes or substances, toxic waste or substances or pollution, including but not limited to the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("**CERCLA**"), the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("**RCRA**"), the Washington Model Toxics Control Act, Chapter 70.105D RCW ("**MTCA**") and their implementing regulations.

B. **Encompass is not an Owner, Arranger, Operator, Generator or Transporter.** Client acknowledges that Encompass is performing professional services for Client and that Encompass is not and shall not be required to become an "owner," "arranger," "operator," "generator," or "transporter" of Hazardous Materials under CERCLA or other federal or state statutes or regulations which are or may be encountered at or near the project site in connection with Encompass' services under this Agreement.

C. **Client's Disclosure; Representation.** Client shall disclose in writing to Encompass prior to commencement of its services the existence and location of all known or suspected Hazardous Materials on or near the project site. Client represents to Encompass that to the best of its knowledge, no Hazardous Materials, other than those disclosed in writing to Encompass, exist at the project site.

D. **Not Responsible for Hazardous Materials.** Encompass shall not be responsible or liable for the existence, presence or release of any Hazardous Materials present at the project site prior to or during the performance of Encompass' services, except those generated solely by Encompass. Client's indemnification, defense and hold harmless obligations in Section IX of this Agreement shall apply to claims or actions arising out of such existence, presence or release.

IX. Limitation of Liability; Indemnification; Time Limit on Claims

Client and Encompass agree that the provisions of this Section reflect the relative risks, rewards and benefits of the Project to Client and to Encompass, and is a material part of this Agreement.

A. **Limitation of Liability**. To the fullest extent permitted by applicable law, the aggregate liability of Encompass, including that of its affiliates, officers, directors and employees, is limited to $20,000 or the amount of Encompass' fee for services under this Agreement, whichever is greater. This limitation applies to all losses, expenses, damages, lawsuits, claims or actions, whether based on negligence, errors or omissions, tort, warranty, breach of contract, breach of the standard of care, misrepresentation, strict liability or other legal theory, that arise out of or are related to this Agreement or the services, materials or Instruments of Service (as that term is defined in Section XI below).

At Client's request prior to the commencement of services, Encompass may agree to increase the limitation of liability amount in exchange for a negotiated increase of Encompass' fee. Any such agreement must be in a writing signed by Encompass before the commencement of its services. Client agrees that any agreed increase in fee is not a charge for additional professional liability insurance, but consideration for Encompass' higher risk.

B. **Indemnification.** To the fullest extent permitted by applicable law, Client will defend, indemnify and hold Encompass, its affiliates, officers, directors and employees (collectively, "**Indemnitees**" or individually an "**Indemnitee**") harmless from and against any and all claims (including without limitation claims by third parties, claims for bodily injury to persons or damage to property, claims for economic loss, and claims arising out of Hazardous Materials), actions, liabilities, damages, fines, penalties and costs including, but not limited to, reasonable attorney fees and costs of defense (all referred to collectively as "**Losses**") arising out of or in any way related to this Agreement or the services, materials, documents or Instruments of Service that Encompass provides.

Notwithstanding the foregoing, (1) Client shall have no obligation under this Paragraph B to defend, indemnify or hold harmless an Indemnitee for Losses caused by the sole negligence of the Indemnitee or the Indemnitee's agents or employees; and (2) if Losses are caused by or result from the concurrent negligence of the Indemnitee or Indemnitee's agents or employees and the Client or its agents or employees, then Client's obligation under this Paragraph B to defend, indemnify and hold the Indemnitee harmless with respect to such Losses shall apply only to the extent of the negligence of Client or its agents or employees.

Client's indemnification obligation shall include, but is not limited to, all claims against an Indemnitee by an employee or former employee of Client, and Client expressly waives all immunity under industrial insurance, Title 51 RCW. This waiver has been mutually negotiated by Client and Encompass.

C. **Waiver of Consequential Damages**. In no event will Client or Encompass be liable to the other for any special, indirect or consequential damages of any nature arising out of or related to the performance of this Agreement, whether based on negligence, errors or omissions, tort, warranty, breach of contract, breach of the standard of care, misrepresentation, strict liability or other legal theory.

D. **Limitation on Time to Bring Claims**. To the fullest extent allowed by applicable law, all legal actions by Client against Encompass related to Encompass' services or this Agreement, whether based on negligence, errors or omissions, tort, warranty, breach of contract, breach of the standard of care, misrepresentation, strict liability or other legal theory, will become barred two (2) years from the completion of Encompass' services.

X. Lien Rights

Encompass shall have all lien rights as allowed by law to protect its rights to payment.

XI. Instruments of Service

A. **Property of Encompass**. All tracings, survey notes, drawings, designs, reports and other documents or data prepared or provided by Encompass (collectively, the "**Instruments of Service**"), and their related copyrights, shall remain the property of Encompass. Encompass may withhold or terminate the right of Client to use the Instruments of Service if Client fails to pay when due all amounts owing to Encompass.

B. **Use**. Neither Client nor any other person, entity or organization, mays use the Instruments of Service for additions or alterations to the project identified herein, or for other projects, without the prior signed written permission of Encompass. Client will indemnify, defend and hold harmless Encompass, its directors, officers and employees against any damages, claims or losses arising out of such use of the Instruments of Service that is not so authorized by Encompass, under Section III, Paragraph B above.

C. **Changes**. Encompass will not be responsible for any alterations, modifications or additions to the Instruments of Service not made by Encompass. Client will indemnify, defend and hold harmless Encompass, its officers, directors and employees against any damages, claims or losses arising out of alterations, modifications or additions not made by Encompass, under Section III, Paragraph B above.

XII. Additional Terms

A. **Integration.** This Agreement contains the entire agreement between the parties with respect to the subject matter, and supersedes all prior agreements or understandings between Client and Encompass concerning Encompass' services. There are no other oral or written agreements between the parties relating to the subject matter of this Agreement. Client hereby agrees that it has not relied upon, and is not relying upon, any representation or warranty of Encompass which is not specifically expressed in writing in this Agreement.

B. **Amendment.** No alteration, amendment or modification of this Agreement shall be effective or enforceable unless it is reduced to writing and signed by both Client and Encompass.

C. **Rights and Benefits**. Nothing in this Agreement gives any rights or benefits to anyone other than Client and Encompass. All duties and responsibilities undertaken pursuant to this Agreement are for the sole and exclusive benefit of Client and Encompass and not for the benefit of any other party. No third party shall have the right to rely on the product of Encompass' services without Encompass prior signed written consent and the third party's agreement to be bound to the same terms and conditions as the Client.

D. **Binding Effect.** This Agreement binds Client and Encompass and their respective successors and any permitted assigns.

E. **Assignment of Agreement or Claims.** Client may not delegate, assign, sublet, or transfer the rights, duties, interests or responsibilities set forth in this Agreement, or any cause of action or claim relating to the services provided under this Agreement, without the written consent of Encompass.

F. **Authority to Sign.** The persons signing on behalf of a party warrant to the other party that they are authorized to do so and to bind the party for which they are signing.

G. **Choice of Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington, without regard to its conflicts of law principles.

H. **Jurisdiction and Venue.** Client and Encompass hereby (i) agree that any litigation or other dispute resolution proceeding relating to this Agreement may take place in King County, or Kittitas County, Washington; (ii) each irrevocably submit and consent to personal jurisdiction of, and venue in, the state and federal courts of or in that county; (iii) agree that such courts offer convenient forums and proper venues for any such litigation; and (iv) waive to the fullest extent permitted by law any defense that maintenance of the proceeding in any such court is inconvenient or otherwise improper.

I. **Attorney Fees and Costs.** The prevailing party in any dispute concerning this Agreement or the services provided will be entitled to cover reasonable attorney fees and costs, including but not limited to, expert witness fees, filing fees, service of process fees, copying charges, post judgment fees, incurred in connection with any federal, state or bankruptcy court proceeding.

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J. **Survival.** The terms and conditions of this Agreement survive completion of the services and any termination of this Agreement.

K. **Severability.** If any provision of this Agreement is ever held to be unenforceable, all remaining provisions will continue in full force and effect. Client and Encompass agree that they will attempt in good faith to replace any unenforceable provision with one that is valid and enforceable, and which conforms as closely as possible with the original intent of any unenforceable provision.

L. **Waiver.** A waiver by any party of any obligation will not be deemed a waiver of compliance with any other obligation or of its right to seek redress for any breach of any obligation on any subsequent occasion, nor will any waiver be deemed effective unless in writing and signed by the party so waiving.

M. **Cooperation and Good Faith.** The parties shall cooperate in good faith and take such actions as are reasonable to carry out the intentions of this Agreement. The parties agree (a) to furnish upon request to each other such further information, (b) to execute and deliver to each other such other documents, and (c) to do such other acts and things, all as the other party may reasonably request for the purpose of carrying out the intent of this Agreement.

To be effective, any and all notices from Client to Encompass under this Agreement must be provided to the person signing this Agreement below on behalf of Encompass.

[Signature Page to Follow]

The terms, conditions and scope of services described above are hereby agreed upon and accepted, and Encompass is authorized to proceed.

ENCOMPASS

K & K ENGINEERING & SURVEYING INC., DBA ENCOMPASS ENGINEERING & SURVEYING, A WASHINGTON CORPORATION
Steve McCaskey, PLS

By: ____

Its ________**Survey Manager**________________________________

Date: _________3-25-2026_____

CLIENT

____

By:____

Date: ____________________________

BILLING INFORMATION *(TO BE COMPLETED BY CLIENT)*

Billing Name: ____

Billing Address: ____

City, State, Zip: ____

Contact Name(s): ____

Contact Phone Number(s): ______________________________________

Contact Email Address(es): _____________________________________

Invoice Preference (*please select one*):

☐ **Mail**

☐ **E-Mail to**: ____

☐ **I have read and understand Section II. B related to deposits.**

- **If the deposit will be paid by check, work can commence once the check has cleared**

CREDIT CARD INFORMATION

Name on Card: ____

Billing Address for Card *(if different than above):*

____

Credit Card Number	**Expiration Date**	**Security Code**
______________________	____________	__________

☐ Visa ☐ Mastercard ☐ Discover ☐ American Express

Encompass ENGINEERING & SURVEYING

<u>EXHIBIT "A"</u>

HOURLY RATE SCHEDULE

Effective 1/1/2026

Principal Surveyor/Engineer	***$200/hour***
Senior Project Surveyor/Engineer	***$185/hour***
Professional Surveyor/Engineer	***$180/hour***
Project Surveyor/Engineer	***$175/hour***
Design Engineer	***$165/hour***
Engineering/Surveying Technician	***$150/hour***
Senior Project Planner	***$175/hour***
Project Planner	***$155/hour***
Associate Planner	***$145/hour***
Clerical/Word Processing	***$95/hour***
1 Man Survey Crew & Equipment	***$170/hour***
2 Man Survey Crew & Equipment	***$225/hour***
3 Man Survey Crew & Equipment	***$265/hour***
Expert Witness	***$400/hour***
Overtime Requested by Client	***1½ times rates shown***

<u>Materials:</u>

Comprehensive Technology Fee	***5% Office Budget***
Survey Material Fee	***15% Field Budget***
Other Expenses	***Cost + 20%***

Encompass Engineering & Surveying invoices on a monthly basis for work performed in the previous month.
Our terms are Net 30 Days from date of invoice

Western Washington Division
165 NE Juniper St., Ste 201, Issaquah, WA 98027
Phone: (425) 392-0250

Eastern Washington Division
110 South Oakes Ave #250, Cle Elum, WA 98922
Phone: (509) 674-7433

www.EncompassES.net

March 16, 2026

Proposal for Civil Engineering Services

GGLO
Attn: Marieke Lacasse
1301 Fifth Avenue, Suite 2200
Seattle, WA, 98101

RE Riverton Park
Civil Engineering Services

Dear Ms. Lacasse,

Latitude 48, P.S. appreciates the opportunity to present this proposal to conduct Civil Engineering Services for the **Riverton Park** project in Tukwila, Washington. This proposal is to confirm our understanding of the scope of services and compensation for this work. We look forward to the prospect of working with you on this project.

PROJECT DESCRIPTION:

The project is located at Riverton Park, 4112 S 131st St, Tukwila, WA 98168 (Parcel Number 7340600884). The project site totals approximately 180,174 SF (4.14 acres) and is bound by S 131st Street to the north, E Marginal Way S to the west, S 133rd Street to the south and Macadam Road S to the east.

At the time of this proposal, a formal Pre-Application meeting with the City of Tukwila has not been conducted, nor have City meeting notes been provided for review. Furthermore, a Topographic Survey and Geotechnical Report were not available during the preparation of this scope. Consequently, the assumptions and fee estimates herein are based on preliminary site observations and standard industry practices for the region. A Topographic Survey and Geotechnical Report will be required prior to commencing design efforts for this project.

Proposed development will include the renovation of the existing park facilities to include new artificial turf surfacing, play areas, pathways, and associated park amenities. The project will involve the demolition of existing site features to accommodate the new layout.

Given that the project involves over 10,000 SF of new and/or replaced impervious surface, the development will trigger a Full Drainage Review under the 2021 King County Surface Water Design Manual (KCSWDM), as adopted by the City of Tukwila. Because artificial turf is classified as Pollutant Generating Hard Surface (PGHS), the scope includes the design and implementation of Water Quality Treatment facilities. We do <u>not</u> anticipate that Stormwater Flow Control (detention) will also be required to mitigate runoff from the increased impervious area. These and other assumptions are discussed in detail later in this proposal.

We do not anticipate that frontage improvements will be required along either frontage. No mainline extensions or systemwide infrastructure improvements are anticipated to be required to support development of this site.

SCHEDULE:

Though a formal schedule has not been prepared at this time, for the purposes of this proposal we've assumed the following schedule:

• Permit Submittal:	May 2026
• Construction Documents:	August 2026
• Bidding:	September 2027
• Start of Construction:	October 2026
• End of Construction:	July 2027

If substantial revisions are made to the above schedule or if the project is put on hold for a certain period, we foresee collaborating with the team to offer an additional service tailored to the revised schedule.

ASSUMPTIONS

- The project is located within the City of Tukwila; the City of Tukwila is the jurisdiction having authority.
- The project will be designed in accordance with the 2021 King County Surface Water Design Manual (KCSWDM) as adopted by the City of Tukwila.
- Development of over 10,000 SF of new/replaced impervious surface will trigger Full Drainage Review (Core Requirements #1–9).
- Artificial turf surfacing is classified as Pollutant Generating Hard Surface (PGHS), requiring the design of Water Quality Treatment facilities.
- Stormwater Flow Control (detention) will not be required to mitigate increased runoff.
- Frontage improvements will not be required.
- Permit submittals will be managed by the City project manager or by GGLO.
- Provide civil engineering services for on-site improvements, including demolition & temporary erosion & sedimentation control (TESC), irrigation service connection, grading, drainage/ utility, and pavement design.
- For water service, we anticipate the existing infrastructure will be sufficient to support a new irrigation meter; no mainline extensions are anticipated.
- For sewer and power/comm service, we anticipate the existing infrastructure is readily available in the immediate Right-of-Way and sufficient to support on-site development.
- All Civil design, permitting and construction will occur in one phase. No separate permit or construction packages will be prepared.
- Water for the proposed drinking fountains will be provided by King County Water District #125. We assume the same design plans provided to the City of Tukwila will be sufficient to provide water service to site and no separate plans will need to be prepared.
- Landscape architect with provide horizontal control for all paving elements.

EXCLUSIONS:

The following list of professional services are excluded as part of this project proposal:

- Phased Civil plans, documents, or design.
- Mainline extensions in the public Right-of-Way or beyond the property line.
- Frontage improvements.
- Boundary survey, dedication, and easement preparation.
- Wetland-related analysis and calculations.
- Pump design and calculations.
- Landscape Design and Tree Retention Plan.
- LEED design or documentation.
- Traffic Control Plans.
- Transportation/ Traffic Studies or Traffic Impact Analysis (TIA).
- Structural design, including underground stormwater detention vaults (if required).
- Retaining wall, stair, and ramp design – By Structural Engineer.
- Geotechnical soils engineering.
- Contaminated soil remediation.
- Construction cost estimates.
- Site or roadway electrical, photometric analysis and LV design – By Electrical Engineer.
- De-watering design – By Contractor.
- Additional work resulting from requests for out of sequence work.
- Re-start after pro-longed interruption of work.

We request that the topographic survey, provided by others, be in an AutoCAD format so that we can use it as part of our base map drawing. Should the scope of the project change from what is described in the above proposal, Additional Services may be necessary. We will coordinate with you for approval prior to proceeding with any additional work.

PERMITTING:

This type of development typically requires the design team to identify and prepare multiple permit packages to prepare the site for construction. In summary, we anticipate preparation of the following permit documents included in the proposed fee:

- **Construction Permit**: This is the primary civil permit covering Clearing, Grading, TESC, and the Full Drainage Review. This permit includes the preparation of the Stormwater Site Plan and the Technical Information Report (TIR) required by the 2021 KCSWDM.
- **Building Permit** (Civil Plans provided for reference): To support the new pavilion structure.

All permits are expected to use the same plan set for each of the departmental reviews and permit classifications. The permits listed above are assumed to be submitted by the City project manager or by GGLO.

CIVIL ENGINEERING SCOPE OF SERVICES AND TASKS:

TASK 480: PERMIT DOCUMENTS

This task covers the preparation of a complete civil permit package for submittal to the City of Tukwila. The documents will be prepared to meet Full Drainage Review requirements and 2021 KCSWDM standards.

- Civil Permit Set: Includes Cover, Demolition & TESC (20 Scale), Grading, Drainage/ Utility, Paving, and Detail sheets.
- Technical Specifications: Final civil specifications in CSI format.

TASK 580: CONSTRUCTION DOCUMENTS PHASE

This task involves finalizing the permit-approved set for public bidding and construction.

- Final Construction Documents: Integration of City-mandated redlines into the final plan set.
- Permit Corrections: Direct coordination with City of Tukwila reviewers to resolve comments (assumes up to two rounds of responses).
- Bid-Ready Package: Finalization of the "Issued for Bid" set, including any supplemental civil details required for the contractor.
- Technical Specifications: Final civil specifications in CSI format.

TASK 680: BIDDING SERVICES

The following items are identified and included as part of this task:

- Provide necessary clarification of issues during the bidding period as they apply to the civil document

TASK 780: CONSTRUCTION PHASE SERVICES

The following items are identified and included as part of this task:

- Attend pre-construction meeting.
- Review specified submittals for items designed by civil.
- Review Requests for Information (RFI's) for items designed by civil.

SUPPLMENTAL SERVICES:

The following tasks are identified as Supplemental Services that fall outside the basic design scope. These services may be provided upon request, authorization by the Client, or as the project scope dictates.

TECHNICAL INFORMATION REPORT (TIR)

Latitude 48 will prepare a Technical Information Report (TIR) in accordance with the King County Surface Water Design Manual (KCSWDM) and City of Tukwila stormwater requirements. The TIR will document the existing and proposed stormwater conditions for the project and demonstrate compliance with applicable stormwater regulations.

Preparation of the TIR will include the following services:

- Delineation of existing and proposed drainage basins within and contributing to the project site.
- Development of hydrologic models to evaluate existing and proposed runoff conditions using approved modeling methodologies consistent with the KCSWDM.
- Evaluation of applicable KCSWDM Core Requirements, including but not limited to:
- Analysis of project thresholds to determine applicable stormwater management requirements.
- Preparation of supporting stormwater calculations and modeling documentation.
- Compilation of stormwater analyses, exhibits, and supporting documentation into the TIR for agency review.

The Technical Information Report will serve as the primary stormwater compliance document submitted to the City of Tukwila and will support the design and permitting of stormwater management facilities for the project.

WATER QUALITY TREATMENT EVALUATION (SYNTHETIC TURF FIELDS)

The proposed park redevelopment includes synthetic turf athletic fields, which are classified under the King County Surface Water Design Manual (KCSWDM) as pollution-generating pervious surfaces (PGPS). As a result, the project exceeds water quality treatment thresholds and requires evaluation and design of appropriate water quality treatment facilities.

Services include:

- Evaluate the project site for compliance with KCSWDM Core Requirement #8 – Water Quality.
- Identify pollution-generating surfaces including synthetic turf fields, walkways, and associated improvements.
- Delineate contributing drainage areas requiring treatment.
- Evaluate applicable treatment facility options consistent with the KCSWDM.
- Size and design water quality treatment facilities to meet KCSWDM treatment performance standards.
- Integrate treatment facilities into the overall stormwater management system.
- Prepare supporting calculations, documentation, and plan details for inclusion in the TIR.

DOWNSTREAM ANALYSIS (¼-MILE DOWNSTREAM INVESTIGATION)

The King County Surface Water Design Manual (KCSWDM) requires documentation of downstream drainage conditions as part of the Stormwater Site Plan and Technical Information Report (TIR). The purpose of this evaluation is to identify potential conveyance limitations, flooding concerns, or erosion-sensitive areas within the downstream drainage system that could be affected by project runoff.

Latitude 48 will perform a ¼-mile downstream analysis from the project discharge point to document downstream drainage conditions and verify that existing conveyance systems can accommodate project flows.

Services include:

- Identify downstream conveyance systems and receiving water bodies within the required study distance.
- Review available drainage mapping, utility records, and aerial imagery.
- Conduct field reconnaissance of downstream conveyance systems where access is available.
- Document pipe systems, ditches, channels, and other drainage infrastructure.
  Identify potential conveyance constraints, erosion conditions, or existing drainage concerns.
- Prepare documentation, exhibits, and photographs summarizing downstream conditions.
- Incorporate findings into the Technical Information Report (TIR) consistent with KCSWDM requirements.

This evaluation requires additional engineering review and field investigation to document downstream drainage conditions and support stormwater compliance for the project.

NPDES PERMIT COORDINATION AND SWPPP PREPARATION

Because the proposed redevelopment will disturb greater than one acre, the project is anticipated to require coverage under the Washington State Construction Stormwater General Permit (NPDES).

Services include:

- Prepare a Stormwater Pollution Prevention Plan (SWPPP) consistent with Washington State Department of Ecology requirements.
- Identify erosion and sediment control BMPs appropriate for the proposed construction activities.
- Prepare erosion and sediment control plans and details for the civil construction drawings.
- Coordinate SWPPP requirements with the civil design and construction phasing.

For purposes of this proposal, it is assumed that the client or contractor will manage the submission process and upload the permit application. Latitude 48 is providing a supporting role in this effort.

CONFORMED SET OF CONSTRUCTION DOCUMENTS

If necessary, following completion of the permitting process, Latitude 48 will prepare a conformed set of civil drawings incorporating revisions resulting from agency review comments.

Services include:
- Incorporate revisions resulting from permitting agency comments.
- Update plan sheets, details, and notes to reflect final approved design.
- Coordinate updates across all civil sheets to ensure consistency.
- Prepare a final conformed plan set suitable for construction bidding and implementation.

RECORD DRAWINGS (AS-BUILT DRAWINGS)

If necessary, upon completion of construction, Latitude 48 will prepare record drawings based on contractor-provided redlines documenting constructed improvements.

Services include:
- Review contractor markups of the construction drawings.
- Incorporate documented field changes into the civil drawing set.
- Update relevant plan sheets to reflect final constructed conditions.
- Prepare a final record drawing set for submission to the City.

We assume all Record Drawings or As-Builts will be completed and provided to the client in PDF format; therefore, no AutoCAD design updates will be required.

PROPOSED FEE:

We propose the following Civil Engineering services for this project, as outlined in the fee schedule below:

PROJECT LUMP SUM FEE TABLE		
TASK	**PROJECT SCOPE**	**FEE**
480	Permit Documents	$ 25,000
580	Construction Documents Phase	$ 16,000
680	Bidding Services	$ 3,000
780	Construction Phase Services	$ 10,000
	Total Lump Sum Fee	**$ 54,000**

SUPPLEMENTAL SERVICES		
PROJECT SCOPE	**FEE BASIS**	**FEE**
Technical Information Report (TIR)	Lump Sum	$ 17,500
Water Quality Treatment Evaluation – Synthetic Turf Fields	Lump Sum	$ 15,000
Downstream Analysis (¼-Mile Downstream Investigation)	Lump Sum	$ 4,750
NPDES Permit Coordination and SWPPP Preparation	Lump Sum	$ 5,500
Conformed Set of Construction Documents	Lump Sum	$2,000
Record Drawings (As-Built Drawings)	Lump Sum	$4,500

The fee is based on project scope, gross area, schedule, site complexity, governing jurisdiction, and other assumptions noted in this proposal.

Latitude 48 will remit invoices monthly or at the completion of project milestones. Invoices, at a minimum, will include design phase, fee per phase, percent complete, fee earned, previous billing, and current fee billed.

***Please Note: the following are expected to be performed by the owner and/or project architect:** Permit application(s), Site Topographic Survey, Geotechnical Report, Potholing (if required), Permit fees, Utility Connection fees, submittal of plans/documents, and project requirements outside of this proposal.

CLOSING:

We are excited about the opportunity to work with you on this project. The fee is based upon the schedule and other assumptions noted in this proposal. We will bill as progress is achieved. The scope of services includes standard civil services from permit documents through construction administration. We have enclosed a partial Terms and Conditions in the proceeding pages.

If we receive NTP, we will proceed as outlined in this proposal.

We sincerely appreciate the opportunity to work with you. Please call if we can be of further assistance.

Sincerely,

Latitude 48, P.S. Brady Berriman, P.E. Principal	Marieke Lacasse Date

Latitude 48, P.S.
Chasen Simpson, P.E.
Principal

2026 Terms and Conditions

The services and compensation of Latitude 48, P.S. are based on the following conditions unless otherwise noted in the accompanying proposal.

1. Hourly Charges for Personnel

Personnel will be charged at the following rates when hourly billing is applicable:

$215	Principal	$135	Engineer 1
$195	Associate Principal	$130	Senior CAD Technician
$185	Senior Project Manager	$115	CAD Technician 2
$175	Project Manager	$105	CAD Technician 1
$165	Project Engineer 2	$110	Senior Administration
$155	Project Engineer 1	$85	Administration
$145	Engineer 2	$60	Intern

These rates are in effect for a 12-month period, effective **January 1, 2026 – December 31, 2026,** and are subject to annual increases. Excluded from these rates is work involving expert witness testimony, litigation, or negotiating claims settlements.

2. Billing

a. Invoices will be issued monthly and are payable within 30 days of the date client receives our invoice or upon receipt of payment from the Owner, whichever is less. An interest charge of 1% per month will be payable on any amount not paid within this time period. Attorneys' fees and any other costs incurred in collecting delinquent accounts shall be paid by the Client.

b. If the Client fails to make payments when due or otherwise is in breach of this Agreement, Latitude 48, P.S. may suspend performance of services upon five (5) calendar days' notice to the Client. Latitude 48, P.S. shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension caused by any breach of this Agreement by the Client.

3. Dispute Resolution

a. In an effort to resolve conflicts that arise during the design or construction of the project or following the completion of the project, the Client and Latitude 48, P.S. agree that all disputes between them arising out of or relating to this Agreement shall be submitted to nonbinding litigation unless the parties mutually agree otherwise.

b. Should the dispute not be resolved by nonbinding mediation, it shall be litigated in King County, Washington Superior Court. 30 days prior to commencing any judicial proceeding, the Client shall provide to Latitude 48, P.S. a written certification executed by an independent design professional currently practicing in the same discipline and licensed in the State of Washington. This certification shall specify each and every act or omission that the certifier contends is a violation of the standard of care expected of a professional performing service under similar circumstances. The prevailing party shall be awarded its reasonable attorney's fees and costs, including expert witness fees.

4. **Standard of Care**
    a. Services provided by Latitude 48, P.S. under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances in accordance with the governing codes and regulations adopted at the time of the execution of this agreement. No other warranty or representation, either expressed or implied, is included or intended in our proposals, contracts, plans and specifications, or reports.

5. **Risk Allocation/Limit of Liability**
    a. Latitude 48, P.S. shall not be liable for loss or damage occasioned by delays beyond its control, or for loss of earnings, loss of use or other incidental or consequential damages suffered by Client or others, however caused.

    b. The Client agrees that to the fullest extent permitted by law, Latitude 48 P.S.'s total liability to the Client, in tort or in contract, for any and all injuries, claims, losses, expenses, damages, causes of action, or claim expenses (inclusive of legal costs) arising out of this agreement from any cause or causes shall be the lesser of the amount of insurance then available to fund any settlement, award or the amount of required insurance set forth in this Schedule of Conditions.

    c. No Principal or employee of Latitude 48, P.S. shall incur personal liability to any other party, for an act, error, or omission related to this Agreement.

6. **Termination**
    a. This Agreement may be terminated by either party upon seven days written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination. Fees, expenses, and other amounts due to Latitude 48, P.S. shall be due and payable immediately upon termination including amounts reasonable incurred by Latitude 48, P.S. in the process of stopping work after the notice of termination is received. If the project is suspended for more than 30 calendar days in the aggregate, Latitude 48, P.S. shall be compensated for services performed and charges incurred prior to receipt of notice to suspend and, upon resumption, an equitable adjustment in fees to accommodate the resulting remobilization costs. In addition, there shall be equitable adjustment in the project schedule based on the delay caused by the suspension.

7. **Verification of Existing Conditions**
    a. Site development around existing underground utilities requires that certain assumptions be made regarding existing conditions, and because some of these assumptions cannot be verified without expending additional sums of money, or destroying otherwise adequate or serviceable portions of the site, the Client agrees that Latitude 48, P.S. shall not be liable for any costs or damages incurred by any person or entity resulting from concealed conditions.

    b. In addition, Latitude 48, P.S. shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials in any form at the project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl, or other toxic substances.

8. Opinion of Probable Costs

a. Latitude 48, P.S. will not provide opinions of probable costs for this project.

9. Assignment

a. This Agreement shall be governed by the laws of the State of Washington. Neither party to this Agreement shall transfer, sublet or assign any rights under or interest in this Agreement (including but not limited to monies that are due or monies that may be due) without the prior written consent of the other party.

10. Insurance

a. Notwithstanding any other provision in this Agreement, nothing shall be construed so as to void, vitiate, adversely affect or in any other way impair any insurance coverage held by either party to this Agreement.

b. Latitude 48, P.S. shall procure Professional Liability Insurance in the amount of $3,000,000 per claim and in the aggregate for the duration of the Project. Any proposed increase in the amount of insurance required shall be submitted in writing and is only valid if agreed to in writing by Latitude 48, P.S.

DCW
COST & CONSTRUCTION
MANAGEMENT

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Seattle, WA 98109

220 NW 8th Ave
Portland, OR 97209

206 259 2990
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WBE WOSB SCS

March 12, 2026

Tim Slazinik
GGLO
1301 Fifth Ave
Suite 2200
Seattle, WA 98101

RE: Riverton Park and Playground Renovation

FP-WA-2026-0063

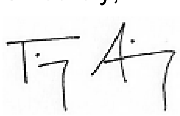
Dear Tim Slazinik,

Thank you for inviting our team to submit a proposal for Cost Consulting services on this project.

My understanding of the scope of services to be provided is incorporated into the attached assumptions as detailed in Schedule 1. The proposed fees in Schedule 2 assume these terms & conditions will be in effect for the provision of our services, and we reserve the right to adjust our fee should these be changed, or should we be required to execute a different contract between us.

I look forward to the opportunity of assisting you on this particular project. If you have any questions regarding these fees or the scope of our services, please do not hesitate to contact me. If you are in agreement with the scope, fees, and contract terms, please sign as indicated, retain a copy, and return the signed copy.

Sincerely,



Tim Ausink, LEED AP

Managing Director

SCHEDULE 1

DCW COST MANAGEMENT, LLC's Basic Services

Project Description:

We understand that the project comprises cost planning for the Riverton Park and Playground Renovation located at 4112 South 131st St, Tukwila, WA 98168. The cost study scope of work includes costing the Bid Set and Construction Documents.

The intended design package consists of the development of a park with a playground, pavilion structure, pathways, and landscaping. Currently the site contains an existing park and parking lot area with play equipment and a shade structure that will be removed.

Detailed Scope of Work:

Task 1 <u>Bid Set</u>

- Prepare an opinion of probable construction costs during this stage including all elements as necessary for a complete cost estimate. The cost estimate will be prepared in Uniformat II component format.
- This stage includes a maximum of three additive/deductive bid alternates.
- Prepare a single revision to the opinion of probable construction cost after review and commentary by the team. Further revision requests are not included and may require additional fee.
- All deliverables under this task will be submitted in PDF format.
- Up to three team and client meetings are included during this phase.
- Value Management and Reconciliation are not included in this task and will require an additional service.

Task 2 <u>50% Construction Documents</u>

- Prepare an opinion of probable construction costs during this stage including all elements as necessary for a complete cost estimate. The cost estimate will be prepared in Uniformat II component format.
- Prepare a single revision to the opinion of probable construction cost after review and commentary by the team. Further revision requests are not included and may require additional fee.
- All deliverables under this task will be submitted in PDF format.
- Up to three team and client meetings are included during this phase.
- Value Management and Reconciliation are not included in this task and will require an additional service.

Revisions:

Revisions are inclusive of redlines based solely on the narratives and drawings provided at the beginning of the contracted costing phase. Changes to the drawings made during the estimating process will not be incorporated into the current cost plan without prior discussion and additional fee. Acceptable revisions are minor corrections that expand upon the drawings and narratives provided at the initiation of the costing exercise.

Costing Schedule:

Our consultants require adequate time to complete their costing work, which can range between two to six weeks for draft development based on project size. It is highly recommended that you communicate with the DCW team prior to project delivery to ensure that we can work within your preferred timeline.

Value Management:

Value management is typically not included in our cost exercise unless specifically requested. We maintain specialty tools to support budget management and, upon request, are happy to produce the tools and provide this service.

Reconciliation:

Reconciliation is not assumed in our costing work unless explicitly requested. Reconciliation with Contractors based on the GC/CM or CM/GC delivery method can be incorporated at your request as an additional service.

SCHEDULE 2

Fee Schedule

Fee Breakdown

	HRS	RATE	SUM
Task 1 Bid Set	30	$185	$5,550.00
Task 2 50% Construction Documents	38	$185	$7,030.00
SUM Total	**68**		**$12,580.00**

The services in the scope of work (Attachment 1) will be performed on an **Hourly Basis NTE (not to exceed)** the amount of **$12,580**

The fees are valid for ninety days from the date of this proposal. Should any of the above tasks be deleted from our scope of services, we reserve the right to adjust the above fees, to reflect possible resultant changes to the scope of the remaining service.

The fee assumes that drawings, specifications, and reports required for the performance of our work will be provided electronically, at no cost to DCW Cost Management, LLC. Should you require printed copies of our opinions of probable construction cost, this fee assumes that we will provide a maximum of six copies of each report.

(end of page)

SCHEDULE 3

DCW COST MANAGEMENT, LLC Current Hourly Rate Schedule

All other services not detailed above, including additional estimates, further revisions to completed estimates, use of different estimating formats, additional meeting attendance, value engineering, reconciliation with cost estimates prepared by other parties beyond that specifically included above, or bidding and construction phase services will be considered additional services. Unless otherwise agreed prior to the work being carried out, our fees for any additional services will be based on time expended at our normal billing rates prevailing at the time the work is carried out. Currently, these hourly rates are:

	Bill Rate
Directors	$210.00
Specialists	$195.00 - $185.00
Cost Estimators*	$185.00 - $175.00
Clerical/QC	$125.00
Deposition and Trial	Additional 50%

*Primary work performed by Cost Estimators

Confirmation of Agreement: This letter correctly sets out the scope and fees to be provided by DCW Cost Management, LLC for the proposed project.

DCW COST MANAGEMENT, LLC.	Client: GGLO
DATE: 3/12/2026	*DATE:*
By: Tim Ausink	*By: Tim Slazinik*
Its: Managing Director	*Its: Senior Associate*
[signature] ______________________	______________________

Terms of Agreement

Date of Agreement:	March 26, 2026
Project:	Riverton Park
Project No.:	2026018.01

I. COMPENSATION

Compensation for Professional Services is billed on an hourly basis or as a percentage of project completion. Compensation for Supplemental Services shall be billed on an hourly basis according to the billing rate schedule below, or as agreed to prior to the commencement of the services.

II. 2026 HOURLY BILLING RATES

Principal II	$310
Senior Landscape Architect I	$195
Landscape Architect II	$180
Landscape Architect I	$165
Landscape Designer II	$155
Landscape Designer I	$140
Intern	$120

The rates and multiples set forth above may be adjusted as required by GGLO compensation practices.

III. SUBCONSULTANTS

The costs of subconsultants for engineering, model construction, artist's renderings, etc., when required and authorized by the Owner, shall be billed at a multiple of one and one-tenth (1.10) times the expense incurred by GGLO.

IV. REIMBURSABLE EXPENSES

Reimbursable expenses are charged in addition to compensation for Professional Services and include printing and reproduction; postage, delivery charges; transportation, air travel, parking; and automobile use. Unless agreed otherwise, reimbursable expenses shall be billed at a multiple of one and one-tenth (1.10) times the expenses incurred by GGLO.

V. INVOICING AND PAYMENTS

Invoices shall be submitted monthly for services and reimbursable expenses incurred during the preceding month. Services shall be billed on an hourly basis or as a percentage of project completion. Payments are due and payable upon receipt of the invoice by the Owner. Failure of the Owner to notify GGLO in writing of any disputes with the amount of any monthly invoices, within thirty (30) days of receipt by the Owner, shall be considered acceptance of those invoices for payment under this agreement.

Amounts unpaid thirty (30) days after the date of the invoice shall bear interest at the rate of one and one-half percent (1-1/2%) per month, or the maximum amount allowed by law, whichever is less. In addition, GGLO may, after giving written notice to the Owner, suspend services until all amounts due are paid in full, and the Owner shall indemnify, defend and pay any claims and expenses incurred by GGLO resulting from such work stoppage and expenses from collection of amounts past due.

VI. OTHER CONDITIONS

1. Limitation of Liability: The Owner and GGLO have discussed the risks, rewards and benefits of the project and GGLO's total fee for services. The risks have been allocated such that the Owner agrees that, to the fullest extent permitted by law, GGLO's total liability to the Owner for any and all injuries, claims, losses, expenses, damages or claims expenses arising out of this agreement from any cause or causes, shall not exceed the total amount of GGLO's total fee for services rendered on this project. Such claims and causes include, but are not limited to negligence, professional errors or omissions, strict liability, or breach of contract.

2. Design of Alterations: Inasmuch as the remodeling and/or rehabilitation of an existing structure requires that certain assumptions be made regarding existing conditions, and because some of these assumptions may not be verifiable without expending additional sums of money, or destroying otherwise adequate or serviceable portions of the building, the Owner agrees that, except for negligence on the part of GGLO, the Owner will hold harmless, indemnify and defend GGLO from and against any and all claims, damages and costs arising out of assumptions made regarding existing conditions related to the professional services provided under this Agreement.

3. Design Without Construction Review: The Owner understands that there may be misinterpretations of GGLO's plans and specifications during construction which may lead to errors and subsequent damage. In the event that the Owner elects to proceed with the work without GGLO providing regular and on going construction contract administration services, the Owner agrees to indemnify, hold harmless and defend GGLO against any and all claims which may arise out of the acts of a Contractor performing work not in compliance with the intent of the design documents.

4. Design of Studies: Because preliminary studies require that assumptions be made regarding existing conditions and some of these assumptions may not be verifiable without expending additional resources, studies are based upon Owner-provided information and are prepared in response to specific program requirements and limitations. Studies are subject to additional site investigation, design development and regulatory review. Information provided in a study is not to be relied upon for any purpose without the express written consent of GGLO. The Owner hereby agrees to hold harmless, indemnify and defend GGLO from and against any and all claims, damages and costs arising out of professional services provided related to preliminary studies under this agreement.

5. Ownership of Documents: The Owner acknowledges GGLO's construction documents as instruments of professional service. All reports, plans, specifications, field data and notes, and other documents, including all documents on electronic media, prepared by GGLO as instruments of service shall remain the property of GGLO. GGLO will provide the Owner with record electronic files of the Contract Documents, conforming to GGLO's standard specifications for software and file format. The Owner agrees, to the fullest extent permitted by law, to indemnify and hold GGLO harmless from any claim, liability or cost (including reasonable attorney's fees and defense costs) arising or allegedly arising out of any use or modification of the construction documents by the Owner or any person or entity that acquires or obtains the plans and specifications from or through the Owner without the written authorization of GGLO.

6. Termination or Suspension: If the project is suspended by the Owner for more than 30 consecutive days, GGLO shall be compensated for services performed prior to notice of such suspension. When the project is resumed, GGLO's fees for the remaining services and the time schedules shall be equitably adjusted. In the event of termination not the fault of GGLO, GGLO shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due.

7. Statute of Limitations: Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statues of limitations shall commence to run no later than either the date of Substantial Completion for acts or failures to act occurring prior to Substantial Completion or the date of issuance of the final Certificate for Payment for acts or failures to act occurring after Substantial Completion. In no event shall such statutes of limitations commence to run any later than the date when GGLO's services are substantially completed.

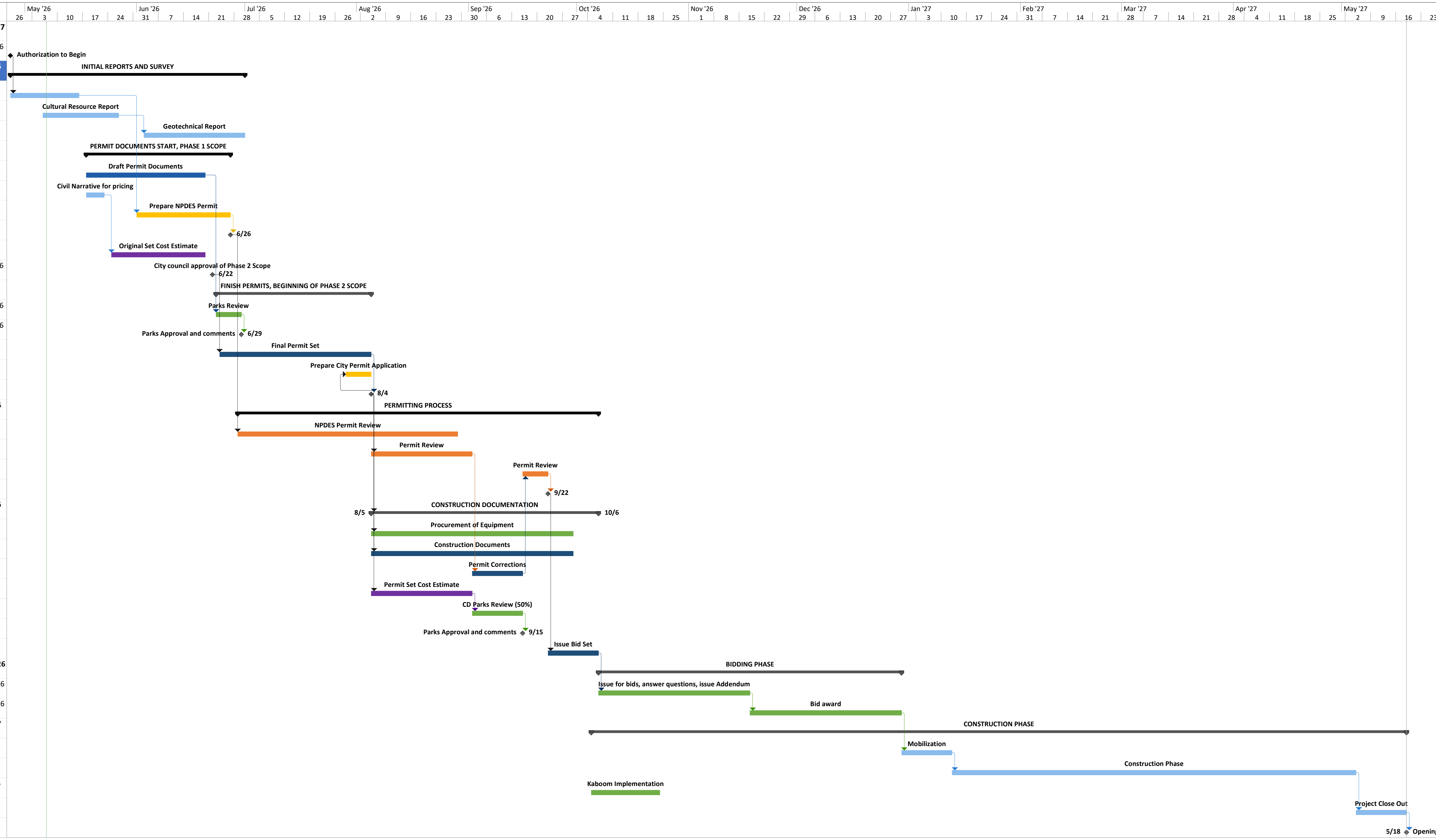
City of Tukwila: Riverton Park

Exhibit B: Compensation Schedule - Revised May 6 2026

Phase 1	Terms	GGLO Landscape	Latitude 48 *Civil	Equinox ERCI *Cultural Ressource	Encompass *Land Surveyor	Geotech Consultants *Geotech	DCW *Cost Estimating	Total
AUTHORIZED SERVICES								
Task 280 CULTURAL RESOURCE REPORT	Fixed Fee			$9,748				$9,748
Task 281 SURVEY	Fixed Fee				$8,470			$8,470
Task 282 GEOTECHNICAL REPORT	Fixed Fee					$8,250		$8,250
Task 480 PERMIT DOCUMENTS (civil 51%)	Fixed Fee	$20,000	$14,053				$6,105	$40,158
Task 482 TECHNICAL INFORMATION REPORT (TIR) (24%)	Fixed Fee		$4,620					$4,620
Task 483 WATER QUALITY TREATMENT EVALUATION (24%)	Fixed Fee		$3,960					$3,960
Task 484 DOWNSTREAM ANALYSIS (100%)	Fixed Fee		$5,225					$5,225
Task 485 NPDES PERMIT COORDINATION AND SWPPP PREPARATION (85%)	Fixed Fee		$5,143					$5,143
Reimbursable Expenses	Estimated			$250				$250
TOTAL PHASE 1		**$20,000**	**$33,000**	**$9,998**	**$8,470**	**$8,250**	**$6,105**	**$85,823**
Phase 2								
SERVICES TO BE AUTHORIZED								
Task 480 PERMIT DOCUMENTS (civil 100%)	Fixed Fee		$13,448					$13,448
Task 481 PERMITTING COORDINATION	Hourly Estimate	$8,000						$8,000
Task 482 TECHNICAL INFORMATION REPORT (TIR)	Fixed Fee		$14,630					$14,630
Task 483 WATER QUALITY TREATMENT EVALUATION	Fixed Fee		$12,540					$12,540
Task 485 NPDES PERMIT COORDINATION AND SWPPP PREPARATION	Fixed Fee		$908					$908
Task 581 CONFORMED SET OF CONSTRUCTION DOCUMENTS	Fixed Fee	$2,000	$2,200					$4,200
Task 580 CONSTRUCTION DOCUMENTS PHASE	Fixed Fee	$18,000	$17,600				$7,733	$43,333
Task 680 BIDDING SERVICES	Fixed Fee	$4,000	$3,300					$7,300
Task 780 CONSTRUCTION PHASE SERVICES	Fixed Fee	$24,500	$11,000					$35,500
Reimbursable Expenses	Estimated	$1,500						$1,500
TOTAL PHASE 2		**$58,000**	**$75,625**				**$7,733**	**$141,358**

* includes GGLO 10% administration fee

ID	Task Name	Duration	Start	Finish
0	**Riverton Park**	**277 days**	**Mon 4/27/26**	**Tue 5/18/27**
1	Authorization to Begin	0 days	Mon 4/27/26	Mon 4/27/26
2	**INITIAL REPORTS AND SURVEY**	**47 days**	**Mon 4/27/26**	**Tue 6/30/26**
3	Survey	15 days	Mon 4/27/26	Fri 5/15/26
4	Cultural Resource Report	3 wks	Wed 5/6/26	Tue 5/26/26
5	Geotechnical Report	4 wks	Wed 6/3/26	Tue 6/30/26
6	**PERMIT DOCUMENTS START, PHASE 1 SCOPE**	**30 days**	**Mon 5/18/26**	**Fri 6/26/26**
7	Draft Permit Documents	5 wks	Mon 5/18/26	Fri 6/19/26
8	Civil Narrative for pricing	5 days	Mon 5/18/26	Fri 5/22/26
9	Prepare NPDES Permit	4 wks	Mon 6/1/26	Fri 6/26/26
10	Submit NPDES Permit	0 days	Fri 6/26/26	Fri 6/26/26
11	Original Set Cost Estimate	4 wks	Mon 5/25/26	Fri 6/19/26
12	City council approval of Phase 2 Scope	0 days	Mon 6/22/26	Mon 6/22/26
13	**FINISH PERMITS, BEGINNING OF PHASE 2 SCOPE**	**31 days**	**Tue 6/23/26**	**Tue 8/4/26**
14	Parks Review	1 wk	Tue 6/23/26	Mon 6/29/26
15	Parks Approval and comments	0 days	Mon 6/29/26	Mon 6/29/26
16	Final Permit Set	6 wks	Wed 6/24/26	Tue 8/4/26
17	Prepare City Permit Application	1 wk	Wed 7/29/26	Tue 8/4/26
18	Permit Deliverable	0 days	Tue 8/4/26	Tue 8/4/26
19	**PERMITTING PROCESS**	**72 days**	**Mon 6/29/26**	**Tue 10/6/26**
20	NPDES Permit Review	45 days	Mon 6/29/26	Fri 8/28/26
21	Permit Review	20 days	Wed 8/5/26	Tue 9/1/26
22	Permit Review	5 days	Wed 9/16/26	Tue 9/22/26
23	Permits Issued	0 days	Tue 9/22/26	Tue 9/22/26
24	**CONSTRUCTION DOCUMENTATION**	**45 days**	**Wed 8/5/26**	**Tue 10/6/26**
25	Procurement of Equipment	8 wks	Wed 8/5/26	Tue 9/29/26
26	Construction Documents	8 wks	Wed 8/5/26	Tue 9/29/26
27	Permit Corrections	2 wks	Wed 9/2/26	Tue 9/15/26
28	Permit Set Cost Estimate	4 wks	Wed 8/5/26	Tue 9/1/26
29	CD Parks Review (50%)	2 wks	Wed 9/2/26	Tue 9/15/26
30	Parks Approval and comments	0 wks	Tue 9/15/26	Tue 9/15/26
31	Issue Bid Set	2 wks	Wed 9/23/26	Tue 10/6/26
32	**BIDDING PHASE**	**60 days**	**Wed 10/7/26**	**Tue 12/29/26**
33	Issue for bids, answer questions, issue Addendum	6 wks	Wed 10/7/26	Tue 11/17/26
34	Bid award	6 wks	Wed 11/18/26	Tue 12/29/26
35	**CONSTRUCTION PHASE**	**162 days**	**Mon 10/5/26**	**Tue 5/18/27**
36	Mobilization	2 wks	Wed 12/30/26	Tue 1/12/27
37	Construction Phase	4 mons	Wed 1/13/27	Tue 5/4/27
38	Kaboom Implementation	3 wks	Mon 10/5/26	Fri 10/23/26
39	Project Close Out	2 wks	Wed 5/5/27	Tue 5/18/27
40	Opening	0 days	Tue 5/18/27	Tue 5/18/27



City of Tukwila

6200 Southcenter Boulevard, Tukwila WA 98188

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 **Berger Partnership**, 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 **Capital Project Design** services in connection with the project titled **Tukwila Community Center Riverside Campus & Canoe Launch**.

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 **February 28th, 2027**, 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 **February 28th, 2027** 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 “A” attached hereto, provided that the total amount of payment to the Consultant shall not exceed **$210,120** 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. **<u>Ownership and Use of Documents</u>.** 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. **<u>Compliance with Laws</u>.** 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. **<u>Indemnification</u>.** 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. **<u>Insurance</u>.** 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. <u>Automobile Liability</u> 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. <u>Commercial General Liability</u> 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. <u>Workers' Compensation</u> 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 15th day of June, 2026.

CITY OF TUKWILA

____
Thomas McLeod, Mayor

ATTEST/AUTHENTICATED:

____
Andy Youn-Barnett, City Clerk

APPROVED AS TO FORM:

____
Office of the City Attorney

CONSULTANT:

By: ______________________________

Printed Name: ______________________________

Title: ______________________________

02.03.26 (Rev. 6.16.26)

Kris Kelly, Parks and Recreation Manager
David Rosen, Parks and Recreation Fiscal Analyst
Mattie Powell, Parks Project Manager
Parks and Recreation Department
6200 Southcenter Boulevard
Tukwila, WA 98188

Proposal for Landscape Architectural Services: Tukwila CCC Riverfront Landing Design Development

Dear Kris, David, and Mattie:

Berger Partnership is pleased to submit this proposal to continue landscape architectural services for the Tukwila Community Center Campus (Tukwila CCC) Riverfront Landing from completion of 30% design through 50% design. Building on the Basis of Design and early coordination work completed to date, this next phase will continue work to better understand permitting requirements and processes to support the city's evaluation of whether to proceed with the Project.

The Tukwila CCC Riverfront Landing project is a complex river-adjacent public space; the anticipated multi-agency permitting and cultural resources compliance process will require close coordination with multiple agencies, including the Washington State Department of Ecology, Department of Natural Resources, U.S. Army Corps of Engineers, Washington Department of Fish and Wildlife, RCO, Tribal partners, and City staff. Particular emphasis will be placed on integrating cultural resources compliance, shoreline and floodplain requirements, and constructability considerations into the evolving design while maintaining project schedule and budget awareness.

Berger Partnership will continue to serve as Prime Consultant and the Landscape Architect, leading design coordination and agency engagement to design a resilient, accessible, and community-centered park.

Project Team

To complete the scope of work, we have resource consultants available to help inform and shape the effort. Consultants include the following:

- Civil Engineering: KPFF
- Structural Engineering: KPFF
- Survey: KPFF
- Natural Resources, Water Resources, and Geotechnical Engineering: Shannon & Wilson (S&W)
- Archaeological and Cultural Resources: ESA (Environmental Science Associates)

Schedule

The following is the anticipated schedule for the project.

Phase	Start	Duration
Design Development	August 2026	6 months

Scope of Work

The consultant team will focus on site investigation, refining design, and confirming anticipated regulatory approvals for the project.

- Berger Partnership (Landscape Architecture – Prime Consultant):
  - Provide overall project oversight, management, and coordination of the consultant team.
  - Serve as primary point of contact with the city and support inter-agency coordination.
  - Advance the landscape design from 30% through 50% design, including site layout, grading coordination, trails and paths, river access elements, planting design, amenities, furnishings, and materials.
  - Integrate input from engineering, cultural resources, and environmental consultants into a cohesive design.
  - Update opinions of probable construction cost and support schedule refinement.
  - Support Tribal coordination efforts led by the city, RCO, and King County Historic Preservation Program.
  - Provide support on design numbers for the preliminary habitat conservation calculator that will partially dictate permitting complexity.
  - Design team virtual meetings every other week.
  - Berger/client virtual meetings once a month.
    Participation in up to 2 client/stakeholder review meetings; assumes minimal updates to pre-30% graphics, and reliance on construction set for visuals.
- For resource consultants' scopes for KPFF Civil, S&W, and ESA, refer to attached scope documents.

<u>Deliverables:</u>

- 50% Drawings
- Updated Opinion of Probable Construction Cost
- Design Development Narrative
- Technical Report by ESA
- Updated permit matrix
- Preliminary habitat conservation calculator output summary

Assumptions

- The most immediate scope/task is for the city to engage the Tribes and measure their support of the project. Only after gauging adequate support of the project will project work be pursued, which includes the support of ESA and wetland delineation.

- The following is not currently included in the scope of work and will be prepared in future phases if the city decides to proceed with the project: project specifications, permit drawings or submittals, geotechnical explorations and report, infiltration testing, Critical Areas Report, SEPA checklist, HPA and JARPA application.
- Design past 50% is excluded.
- Vehicle turning studies, frontage, and traffic improvements are not anticipated.
- Documentation will be created in AutoCAD 2025 or 2026.
- If additional consultants or scope of work should be required, we will identify them in writing to you for approval prior to engaging services.

Fees

Based on the scope of services identified at this time, we have established a fee for services as follows:

Berger Partnership	
Design Development	$53,333.00
Permitting, Cultural Resources, and Agency Coordination	$7,000.00
Berger Partnership Total	$60,333.00
Subconsultants	
KPFF Civil	$28,900.00
KPFF Survey (allowance)	$20,000.00
KPFF Structural (allowance for prow 50% guidance)	$10,000.00
Shannon & Wilson - Natural Resources	$28,461.00
Shannon & Wilson - Water Resources	$4,000.00
Shannon & Wilson - Geotechnical	$620.00
ESA	$41,846.00
10% Subconsultant Markup:	$13,382.70
Subconsultant Total	$147,209.70
Reimbursable Expenses	
Berger Partnership	$1,000.00
Shannon & Wilson Natural Resources	$281.00
ESA	$1,062.00
10% Markup:	$234.40
Reimbursables Total	$2,577.30
TOTAL	**$210,120.00**

Fees will be billed monthly based upon the hours accrued. Services beyond those noted in this proposal will be billed as additional services on an hourly basis as follows, or lump sum fees can be negotiated:

Principal	$260.00 per hour
Director	$260.00 per hour
Design Technology Lead	$220.00 per hour
Associate	$220.00 per hour

Project Manager	$180.00 per hour
Landscape Staff	$150.00 per hour
Administrative Staff	$130.00 per hour

Printing, reprographic expenses, CAD plots, travel costs, and other reimbursable expenses will be billed at cost plus a 10% administrative mark-up and are included in the proposed fee.

If you have questions, would like more information, or wish to make any modifications, please do not hesitate to contact us. We are looking forward to working with you on Tukwila CCC Riverfront Landing.

Sincerely,
Berger Partnership PS

Guy Michaelsen
Principal, PLA, FASLA

Stephanie Woirol
Project Manager

encl:
Shannon & Wilson scope dated June 11, 2026
KPFF scope dated June 15, 2026
ESA scope dated December 12, 2025

June 11, 2026

Stephanie Woirol
Berger Partnership
1927 Post Alley, Suite 2
Seattle, WA 98101

RE: SCOPE OF SERVICES FOR INTERMEDIATE PHASE 2, TUKWILA COMMUNITY CENTER RIVERSIDE TRAIL AND CANOE LAUNCH, TUKWILA, WASHINGTON

Dear Ms. Woirol:

This scope of services includes Shannon & Wilson's (S&W) natural resources, water resources, and geotechnical disciplines for the second, intermediate phase of the Tukwila Community Center Riverside Trail and Canoe Launch (Project) for the City of Tukwila (City). The Project is anticipated to involve construction of a new non-motorized boat launch in the Duwamish River; regrading and setting back of the river's shoreline; construction of a pile-supported, short, elevated pedestrian pier; and shoreline plantings and restoration. The Project has received a Washington State Recreation and Conservation Office (RCO) grant.

The following scope of services will provide additional existing conditions site information and preliminary agency coordination to better understand the Project's required federal, state, and local permitting requirements and processes, and to support the City's evaluation of whether to proceed with the Project.

SCOPE OF SERVICES

Task 1: Natural Resources and Permitting

We understand that the Project includes clearing, excavation, and fill activities below federal and state regulatory lines along the Duwamish River and may result in unavoidable wetland impacts; however, wetland presence in the Project area has not been evaluated.

The Project's natural resource study area extends approximately 150 feet from the planned Project improvement and ground disturbance limits, as shown in Exhibit 1, in accordance with Tukwila Municipal Code (TMC) 18.45.050.

Exhibit 1: Approximate Study Area Located Within Yellow Polygon.

Subtask 1.1 Meetings and Administration

- S&W natural resources/permitting discipline lead will participate in up to four, one-hour virtual meetings with the Berger Partnership (Berger) team and/or the City.
- S&W will need no more than two hours for internal coordination to discuss common issues across disciplines.
- S&W will manage the Project, preparing invoices and performing quality control throughout this phase. We assume this phase of the Project will take no longer than five months to complete.
- S&W will participate in two early agency coordination events, preliminarily assumed to consist of a site visit/meeting with the Washington State Department of Ecology (Ecology) to discuss shoreline permitting and Project design and a site visit with the Washington Department of Fish and Wildlife (WDFW) and applicable Tribes to discuss design. Shannon & Wilson will support Berger and the City in identifying appropriate parties for those two events and helping to plan them.
- Shannon & Wilson will also provide additional support communicating with other agencies having jurisdiction, including the City Department of Community Development and the U.S. Army Corps of Engineers (Corps) (Section 404/10 project manager), via virtual meetings, phone calls, and emails up to the limit allowed by the budget.

- S&W will update the initial Project's Preliminary Permit Matrix prepared during the Project's first phase to incorporate findings of the wetland and stream delineation (see Subtask 1.2) and the results of the early agency coordination.

Subtask 1.2 Wetland and Stream Delineation

- S&W biologists will complete an ordinary high water mark (OHWM) delineation along the right bank of the Duwamish River within the study area (see Exhibit 1). We will delineate the OHWM following the methodologies described within the Corps' *National Ordinary High Water Mark Field Delineation Manual for Rivers and Streams Final Version* (2025) and Ecology's *Determining the Ordinary High Water Mark for Shoreline Management Act Compliance in Washington State* (2016).
- Based on site observations made during the first phase of this Project, we anticipate presence of wetlands along the Duwamish River shoreline. We understand that prior to completing a wetland delineation, the Project must obtain approval from the Tribes to document soil pits in the Project site. When this approval is obtained, S&W biologists will complete a wetland delineation within the study area (see Exhibit 1). We will delineate wetlands in accordance with methodology outlined in the *Corps of Engineers Wetlands Delineation Manual* (1987) and the 2010 *Regional Supplement to the Corps Wetland Delineation Manual: Western Mountains, Valleys, and Coast Region Version 2.0* (May 2010).
- We estimate that two wetlands will be delineated during the site visit. We will rate the wetlands using Ecology's *Washington State Wetland Rating System for Western Washington: 2014 Update (Version 2.0)*, in accordance with TMC 18.45.040.B.4.a.7. We assume that no more than two wetlands will be rated. It's important to note that TMC 18.45.070.B.8 does not allow dredging, digging or filling of wetlands except with the permission of the Director and provided it meets mitigation sequencing requirements and is permitted under TMC 18.45.090; however, TMC does not apply in shoreline jurisdiction per TMC 18.44.070.B.4.
- S&W will summarize the results of the field investigation in an email to Berger and the City, including the rating of the wetlands and the widths of their associated buffers.
- Delineation flags will be mapped using an ESRI Collector utilizing an EOS Arrow 100 GPS device or similar. We will provide the team with a flag sketch so that KPFF may survey them.
- During the delineation site visit, S&W biologists will review the study area for presence of fish and wildlife habitat conservation areas, as defined in TMC 18.45.150. Although the majority, if not all, of the Project area is in shoreline jurisdiction, the City's Shoreline Master Program cites the City's Critical Areas Ordinance for regulation of wetlands, watercourses, and fish and wildlife habitat conservation areas, except where specifically stated otherwise (TMC 18.44.110.A.4 and 18.44.070).

Subtask 1.3 Endangered Species Act Documentation

Documentation of potential effects to federally listed and proposed species and critical habitat under the Endangered Species Act (ESA) and Essential Fish Habitat (EFH) protected under the Magnuson-Stevens Fishery Conservation and Management Act will be required as part of the Project's permitting process. It is possible that the Project may qualify for use of the Salish Sea Nearshore Programmatic Consultation (SSNP), which is a streamlined route to complete ESA review under the National Marine Fisheries Service (NMFS) and the U.S. Fish and Wildlife Service (USFWS). However, determining if SSNP is appropriate for the Project requires design progression as well as coordination with NMFS, USFWS, and the Corps. Use of SSNP would require the nearshore habitat conservation calculator analysis and a description of how all the Project activities meet the SSNP requirements. The nearshore habitat conservation calculator is a quantitative impact and benefit analysis tool that determines how many credits need to be provided to offset the calculated impacts. Credits can be obtained from an in-lieu fee program and/or they can be made up of on-site enhancements.

This subtask is limited to completion of a preliminary nearshore habitat conservation calculator analysis to support an estimation of potential mitigation purchase cost associated with the Project's nearshore impacts. The calculator will rely on detailed information provided by the team, including Project element dimensions, locations, and material type. For example, the following information would be needed: proposed impervious surface and unvegetated area within 130 feet of the river, dimensions and material of the pedestrian plank, size and number of piles supporting the plank, dimensions and material of boat launch, area and material type of boat launch support and stabilization, and area of woody riparian plantings.

If the design details change after completing the nearshore calculator, we would need to re-do the analysis in a future Project phase.

Task 1 Assumptions

- We will rate up to two wetlands.
- A critical areas report will be prepared in a future phase if the City decides to proceed with the Project.
- Others will prepare meeting agendas and minutes.
- All meetings are virtual unless otherwise indicated.
- Others on the team will provide the required cultural resources studies and surveys needed to coordinate approval with the Tribes to complete the wetland delineation.

Task 1 Deliverables

- Updated permit matrix
- Email summary of wetland and stream delineation findings
- Draft and final preliminary habitat conservation calculator output summary

Task 2: Water Resources

Subtask 2.1 Meetings and Administration

- S&W water resources discipline lead will participate in up to six, one-hour virtual meetings with the Berger team and/or the City.
- S&W will need no more than two hours for internal coordination to discuss common issues across disciplines.

Task 3: Geotechnical Engineering

Subtask 3.1 Meetings

- S&W geotechnical discipline lead will participate in up to two, one-hour virtual meetings with the Berger team and/or the City.

FEE

A breakdown of the estimated costs for this scope of services is shown in the enclosed cost estimates (Tables 1 to 3). We propose to perform the work on a time-and-expense basis and estimate that the scope of work can be completed for the following amounts:

- Natural Resources: $28,461
- Water Resources: $4,000
- Geotechnical: $620

TOTAL: $33,081

The terms under which our services are offered will be in accordance with a mutually agreed upon subcontract provided by Berger under its prime agreement with the City and reviewed by S&W.

CLOSURE

We have prepared this proposal in a professional manner, using that level of skill and care normally exercised for similar projects under similar conditions by reputable and competent consultants currently practicing in the area.

Shannon & Wilson has prepared the enclosed "Important Information About Your Wetland Delineation / Mitigation and/or Stream Classification Proposal." Although this document was not written specifically for the subject property, it should be useful in assisting you and others in understanding the use and limitations of this proposal.

Sincerely,

SHANNON & WILSON

Sarah Corbin, MSES, PWS
Associate/Senior Biologist/Permitting Specialist

Enc. Table 1 – Natural Resources Fees
Table 2 – Water Resources Fees
Table 3 – Geotechnical Engineering Fees
Important Information About Your Wetland Delineation/Mitigation and/or Stream Classification Proposal

Table 1: Natural Resources Fees

Task #	Task Name	Katie Walter/ Pam Xander	Gus Kays	Amy Summe	Sarah Corbin	Merci Clinton	Olivia Sohn		TOTALS BY TASK	
	Role	PIC and QA/QC	Sr. Hydraulic Engineer	Sr. Biologist/Permit Specialist	PM, Sr. Biologist/Permit Specialist	Sr. Biologist	Biologist	Admin./ Word Processing		
	Title	VP/Sr. Consultant	Associate VP	Sr. Associate	Associate	Sr. Pro II	Pro III	Sr. Office Services	Hours	Cost
Task #	**Task Name** **Standard Hourly Rate (2026)**	$310.00	$290.00	$275.00	$250.00	$210.00	$160.00	$165.00		
1.1	**Meetings and Administration**	**0**	**4**	**1**	**24.5**	**0**	**4**	**2**	**35.5**	**$8,530**
	Team Meetings (Berger/S&W/KPFF/City)				4				**4**	**$1,000**
	Internal Team Coordination/Mtgs (S&W)				2				**2**	**$500**
	Project Management/Invoices				5				**5**	**$1,250**
	Agency Coordination (Early and Post Submittal)		4		9.5		4		**18**	**$4,175**
	Permit Matrix Updates			1	4			2	**7**	**$1,605**
1.2	**Wetland and Stream Delineation**	**0**	**0**	**0**	**14**	**0**	**28**	**0**	**42**	**$7,980**
	Background Review and Fieldwork				10		12		**22**	**$4,420**
	Wetland Ratings (no more than 2)				2		12		**14**	**$2,420**
	Summary Email				2				**2**	**$500**
	Flag Sketch for Surveyors						4		**4**	**$640**
1.11	**Endangered Species Act Documentation**	**0**	**0**	**0**	**3**	**52**	**0**	**0**	**55**	**$11,670**
	Draft Nearshore Habitat Conservation Calculator				2	40			**42**	**$8,900**
	Final Nearshore Habitat Conservation Calculator					6			**6**	**$1,260**
	ESA Coordination with Corps/Services				1	6			**7**	**$1,510**
	Total Hours per Staff	**0**	**4**	**1**	**42**	**52**	**32**	**2**	**133**	**$28,180**
	Total Cost per Staff		$1,160	$275	$10,375	$10,920	$5,120	$330		$28,180

Project Total (Labor + Non-Salary) = $28,461

NON-SALARY COSTS	Quantity	Unit Price	Total Cost
Task 1.1-Related			
Travel (mileage)	120	$0.725	$87.00
Task 1.2-Related			
Travel (mileage)	60	$0.725	$43.50
Equipment (Ecobot, GPS)			$150.50
TOTAL			**$281.00**

Table 2: Water Resources Fees

		Name		Gus Kays		Sarah Corbin		Logan McClish	Andrew Piccinni	Matthew Philips			TOTALS BY TASK	
		Role		Design Lead/QC		PM		H&H Lead	Drafting	Modeling		Admin. / Word Processing		
		Title	VP	Associate VP	Sr. Associate	Associate	Sr. Pro III	Sr. Pro II	Sr. Pro I	Pro IV	Tech Services	Sr. Office Services	Hours	Cost
Task #	Task Name	Standard Hourly Rate (2024)	$310.00	$290.00	$275.00	$250.00	$230.00	$210.00	$190.00	$175.00	$125.00	$165.00		
2.1	**Meetings and Administration**		**0**	**8**	**0**	**0**	**0**	**8**	**0**	**0**	**0**	**0**	**16**	**$4,000**
	Meetings and Administration			6				6					**12**	**$3,000**
	Internal Team Coordination/Mtgs (S&W)			2				2					**4**	**$1,000**
		Total Hours per Staff	**0**	**8**	**0**	**0**	**0**	**8**	**0**	**0**	**0**	**0**	**16**	**$4,000**
		Total Cost per Staff		$2,320				$1,680						$4,000

Project Total = $4,000

Table 3: Geotechnical Engineering Fees

		Martin Page			Sarah Corbin								Jeffrey Sanders			TOTALS BY TASK	
	Role	PIC			PM					PE			Drafter		Admin./Word Processing		
	Title	VP	Associate VP	Sr. Associate	Associate	Sr. Pro III	Sr. Pro II	Sr. Pro I	Pro IV	Pro III	Pro II	Pro I	Sr. Technical Services	Tech Services	Sr. Office Services	Hours	Cost
Task #	Task Name / Standard Hourly Rate (2024)	$310.00	$290.00	$275.00	$250.00	$230.00	$210.00	$190.00	$175.00	$160.00	$145.00	$130.00	$170.00	$125.00	$165.00		
3.1	**Meetings and Administration**	**2**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**2**	**$620**
	3.1 Meetings	2														2	**$620**
	Total Hours per Staff	**2**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**2**	**$620.00**
	Total Cost per Staff	$620															$620.00

Project Total = $620

IMPORTANT INFORMATION ABOUT YOUR WETLAND DELINEATION/MITIGATION AND/OR STREAM CLASSIFICATION PROPOSAL

Imagine purchasing a development site for $500,000, only to learn later during construction that a wetland has been discovered, or that drainage through the site has been classified as a "stream," which results in a major redesign of your project. You are legally obligated to obtain the required permits before work may continue. The unanticipated cost of delay and redesign could be $5 million or more. The risks are real. There is no way of eliminating them, but they can be managed by relying on a qualified wetland and/or stream consultant to perform your site evaluation.

THE COST OF NOT ADDRESSING WETLAND/STREAM CONDITIONS ON A SITE CAN BE IMMENSE.

Rely on a qualified firm. Since delays are inherent in the regulatory process associated with wetlands delineation and mitigation and stream classification, developers must integrate their analyses into the early planning process. Many developers make the serious mistake of assuming that only state and, in particular, local reviews and approvals are required. They often negotiate exclusively with state and local agencies on project design and planning approvals for such activities as grading, sedimentation control, and stormwater management. There are federal, state, and local regulations and ordinances that may apply to projects affecting wetlands and streams. Shortsighted developers may "discover" wetlands/streams on their sites late in the planning process after they have entered into contracts for lot delivery dates and have secured financing contingent on completion deadlines. Developers then learn that in the permit process, many local governments may withhold final plan approval until they receive copies of federal and state approvals, or a statement from the appropriate agencies that such approvals are not required. Federal review at this late stage often results in extensive project redesign to avoid the impacts of wetlands and streams. The attendant delays usually affect a project's economic viability.

It is essential to work with a consulting firm that can provide a team of wetland scientists/stream ecologists disciplined in hydrology, biology, water quality, soil science, stream and riparian ecology, and fisheries biology. The firm should have a working knowledge of the appropriate methods for classifying streams and delineating/mitigating wetlands, an understanding of the permitting process, and practical experience dealing with the regulatory agencies. The consultant should be able to clearly explain and competently lead you through the process.

Although reliance on a competent consultant is necessary to manage your risk, *it does not eliminate your risk*. The consultant who performs evaluations generally are engaged to determine if a site is affected. If they could see the un-seeable, the consultant would know precisely where to look and what methods to apply, but consultants are not clairvoyant. Even the most rigorous professional evaluation may fail to identify all existing conditions. This potential creates risk. ***The risk is yours***. Do not look to your consultant to assume it. Your consultant serves as your professional advisor, providing guidance and opinions based on analysis and judgment. Were professional firms to accept your risks in addition to their own, the cost of performing evaluations would be prohibitive.

A FIRM UNCONCERNED ABOUT ITS OWN RISKS CANNOT BE EXPECTED TO CARE ABOUT YOURS.

It is essential to work with a consultant who understands the processes involved, can explain them to you clearly, and can competently apply appropriate measures to reduce the impact of and to your project. The measures are usually pursued in stages, with each step based on information obtained from the previous one.

Wetland delineations determine the location, extent, and type of wetlands present on a site, and include an in-office document review and a field review of the site. The wetland boundaries are identified by a technical evaluation of on-site soil, vegetation, and hydrologic conditions. Wetland boundary flags are placed to mark the wetland edge and are usually surveyed to accurately determine the location and size of the wetlands. Disturbed and problem area wetlands are more difficult and often take more time to delineate. Disturbed or atypical wetlands are areas that are altered recently or in the past by filling, excavating, clearing, damming, building, avalanches, mudslides, fires, volcanic deposition, and beaver dams, among others. Problem area wetlands are areas that are difficult to identify because of environmental conditions such as soil, vegetation, or hydrologic conditions.

Examples of problem area wetlands include wetlands dominated by upland plant communities, wetlands on glacial till, seasonally flooded wetlands, seasonally vegetated mudflats, and sandy soil wetlands.

Stream identification and classification also determine the location, extent, and type of stream present on a site, including an in-office document review and a file review of the site. The extent of the stream is identified by a technical evaluation of hydrology, physical characteristics, and the presence or absence of fish. Flags are placed to mark the stream's edge and are usually surveyed to accurately determine the location of the stream. Not all streams flow all the time; some are dry during the summer months. Thus, some stream classifications cannot be completed until water is present. Only then can the stream ecologist determine if fish will use the stream. Some salmon use a stream for spawning when water is present. The young fish then migrate to larger rivers or lakes, or to the ocean. Other streams have been channelized and appear to be only a ditch. These are examples of streams that are often difficult to identify.

WAITING UNTIL THE LAST MINUTE CAN CAUSE PROJECT DELAYS AND INCREASE COSTS.

Because many aspects of a wetland/stream evaluation require regulatory agency involvement, it is essential that you give your consultant adequate lead time. Determining the presence and extent of wetlands/streams at the earliest possible stages in the development process provides time to design a project that addresses possible impacts to on-site wetlands/streams, to design a mitigation program, and to complete the time-consuming permitting process.

Planning for avoidance of wetlands and streams during development can mean the difference between staying within planned project costs and timelines or incurring overruns. When wetland and stream impacts cannot be avoided, preapplication meetings and negotiations with the U.S. Army Corps of Engineers (Corps) and other government agencies can be an important tool in completing the permitting process in a timely manner.

If the client believes that a wetland/stream is present, a consultant is usually engaged to provide a comprehensive study followed by a report of findings. Depending on the scope of work, the report will identify and classify the wetland/stream, investigate the required buffer, and determine what activities are regulated by various agencies. This information is vital prior to design and development plans. If impacts to the wetland/stream or its buffers cannot be avoided, the report may discuss procedures necessary to mitigate those impacts.

CERTIFYING THAT CERTAIN WETLAND/STREAM BOUNDARIES EXIST MAY BE RULED A NEGLIGENT ACT.

Wetland boundaries and stream classifications identified by Shannon & Wilson are considered preliminary until the wetland boundary flags/stream classifications are validated by the Corps and/or the local jurisdictional agency. Validation of the wetland boundaries or stream classification by the regulating agency(ies) provides certification, usually written, that the wetland boundaries verified are the boundaries that will be regulated by the agency(ies) until a specified date or until the regulations are modified, or that the stream has been properly classified. Only the regulating agency(ies) can provide this certification. A prudent consultant can provide only an opinion.

INDEMNIFYING/LIMITING MONETARY EXPOSURE IS IMPORTANT TO THE CLIENT AND THE CONSULTANT.

Indemnifications are important concerns to consultants because of court rulings that make consultants liable to any party who could foreseeably be damaged by the consultant's negligent acts. As a consequence, consultants engaged by clients could be sued because the consultant's delineation of a wetland or the stream classification effectively destroyed the land's value. Even though the consultant's position would likely be upheld in court, the claim would have to be defended, and the cost of defense might be many times larger than the fee earned for conducting the evaluation. Therefore, most contracts include provisions that make clients responsible for project-related liabilities, which consultants are powerless to control.

Also, our client may be sued by a landowner for reduced property value if a wetland or stream is discovered. As a result, the client in the agreement should address this potential problem so that both the client and the consultant are "held harmless" for the possible discovery of wetlands or streams.

The preceding paragraphs are based on information provided by the Geoprofessional Business Association (https://www.geoprofessional.org)

1601 Fifth Avenue, Suite 1600 Seattle, WA 98101 206.622.5822 kpff.com

June 16, 2026

Guy Michaelsen
Berger Partnership
1927 Post Alley #2
Seattle, WA 98101

Subject: Tukwila Community Center Campus
Civil Engineering Additional Service – DD through CSS

Dear Guy:

We are pleased to present this proposal to continue working with you and the City of Tukwila on the Tukwila Community Center Campus Project.

Our initial project proposal, dated April 21, 2025, scoped our services through the Schematic Design phase. We understand that the City would like to proceed with the project, with this proposal addressing civil engineering services through the 50% DD phase to better understand the necessary permitting for the project.

SCHEDULE

We have anticipated that the 50% Design Development / permitting exploration phase will begin in August 2026 and will be six months.

SCOPE OF WORK

50% DESIGN DEVELOPMENT (DD)

- Attend biweekly meetings with the design team. We assume that these meetings will be held virtually. We have included (1) in person meeting in the DD phase.
- Prepare the following drawings to a 50% DD level:
  - Cover & Notes Sheet
  - Demolition Plan
  - Temporary Erosion and Sediment Control (TESC) Plan and Details
  - Drainage Plan and Details
- We have anticipated (1) draft and (1) final print of our DD drawings.
- Prepare preliminary drainage calculations.
- We assume that paving and horizontal control will be documented by Berger.
- We assume that grading will be documented by Berger in the DD phase with input from KPFF.

PERMITTING SUPPORT

- Coordinate with design team for civil related input associated with the following permitting items:
  - SEPA checklist, including approximate earthwork quantities.
  - Environmental and land use permits
  - NEPA checklist and forms.
- Attend up to (2) permitting meetings with the City and design team.
- Permitting validation efforts will be led by Shannon and Wilson and Berger.

INFORMATIONAL REQUIREMENTS

The following information/documentation will be provided to KPFF as a basis of our design:

- Survey in CAD format showing existing site conditions, which meets the requirements of the authority having jurisdiction (AHJ) and includes Civil 3D surface.
- Landscape site plans in CAD format, with the site plans tied to the project survey datums.
- Preliminary geotechnical information, including the following:
  - Infiltration rates that meet the jurisdictional requirements for stormwater design
  - Pavement and aggregate recommendations
  - Shoreline stabilization and protection recommendations
  - We understand that the above geotechnical information may not be available during this phase. For this phase of work, we anticipate assuming that infiltration will not be feasible and that feasible Best Management Practices (BMPs) will be limited to dispersion. When additional geotechnical information is provided, civil redesign may be required and can be provided as an additional service.

ASSUMPTIONS

- No utility, sewer, or septic drain work is anticipated.
- Design of a new outfall is not anticipated.
- Vehicle turning studies are not anticipated.
- We anticipate that the project will be exempt from flow control requirements and that a detention facility will not be required.
- Frontage and traffic improvements are not anticipated.
- Coordination with stakeholders will be by others.
- Preparation of record drawings is not included in our scope.
- Preparation of civil specifications and stormwater Technical Information Report (TIR) are not included in our efforts.

FEES

We propose to provide the above services for the following hourly not-to-exceed fees, in accordance with the enclosed Terms and Conditions, which are made a part of this proposal.

50% Design Development	$ 20,100
Permitting Support	8,800
Total	***$ 28,900***

We appreciate the opportunity to continue working with you on this project. If this proposal meets your approval, please sign below and return one copy for our files. If you have any questions, please feel free to call me at (206) 926 0549.

Sincerely,

Jennifer Clapham

Jenifer Clapham, PE
Principal

JRC:sjb
Enclosure
2500348

Approved:_______________________________________Date:_________________________
Berger

ESA

2801 Alaskan Way
Suite 200
Seattle, WA 98121
206.789.9658 phone
206.789.9684 fax

esassoc.com

TUKWILA COMMUNITY CENTER RIVERSIDE TRAIL AND CANOE LAUNCH

Archaeological Resources Support Scope of Work

Project Description

Berger Partnership has asked ESA to assist with the Tukwila Community Center Riverside Trail and Canoe Launch project. The project involves constructing pedestrian trails, a canoe launch, and other recreational amenities along the Duwamish River at the Tukwila Community Center. The proponent is the City of Tukwila. The project will be subject to the National Historic Preservation Act (Section 106) due to the need for a federal permit from the US Army Corps of Engineers. The project is also receiving funding from the Washington State Recreation and Conservation Office (RCO)and is required to consult with the King County Historic Preservation Program's (KCHPP's) Archaeologist, Philippe Le Tourneau, and comply with his recommendations. The current conceptual project design overlaps the footprint of archaeological site 45KI431 and a known Duwamish and Muckleshoot Indian Tribe Traditional Cultural Place (TCP) known as the Allentown Fishing TCP.

This scope of work describes the tasks and activities necessary to begin engagement with the Affected Tribes and conduct archaeological resources compliance.

Project Tasks

Task 1 — Team Meetings and Client Coordination

ESA will maintain regular communication with Berger Partnership regarding progress, budget, and schedule, and coordinate with the necessary agencies and contractors, as appropriate. This task includes time for client and internal team meetings. ESA will provide monthly progress reports and invoices for the duration of the tasks.

Deliverables

- Up to 6 monthly invoices with brief progress reports.
- Up to 2 ESA staff will attend up to 2 1-hour virtual meetings.

Assumptions

- The project is anticipated to last up to 6 months from Notice to Proceed to closeout.
- City will provide ESA with copies of any regulatory correspondence regarding project requirements or review.

Task 2 — Tribal Coordination

ESA will assist the KCHPP, RCO, and City with pre-Section 106 coordination with Affected Tribes by preparing draft correspondence for the City to send to the RCO. The RCO will consult with the Washington State Historic Preservation Officer (SHPO), operating as the Washington State Department of Archaeology and Historic Preservation (DAHP) and potentially Affected Tribes as identified by the RCO.

ESA will facilitate discussions between the City, Berger Partnership, and Affected Tribes to identify and discuss potential adverse effects to the NRHP eligible archaeological site and TCP in advance of proposed archaeological compliance testing and planned project ground disturbance, outline necessary compliance steps to identify and mitigate any potential adverse effects to the TCP, and discuss the ways in which tribal knowledge can be incorporated into project design.

Deliverables

- Draft correspondence with map.
- Record of communications.

Assumptions

- Up to 2 ESA staff will attend up to 3 2-hour in-person meetings with Affected Tribes, City, and Berger Partnership.
- Affected Tribes include Duwamish Tribe, Muckleshoot Indian Tribe, Snoqualmie Tribe of Indians, Squaxin Island Tribe, Suquamish Tribe, and Tulalip Tribes.
- Tribal engagement may identify additional compliance and/or mitigation measures that are outside this SOW.

Task 3 – Archival Literature Review

ESA will conduct archival research at the Washington State Department of Archaeology and Historic Preservation (DAHP), relevant libraries and archives, within its own research library, and online repositories to identify recorded and potential cultural resources in the project study area. ESA will also review project-specific environmental and geological background information, as available from the City.

Deliverables

- Information gathered during this task will be included in the Technical Report.

Assumptions

- The Study Area will be a 1-mile radius of the project footprint (1-mile is standard) for archaeological resources. For aboveground historic resources (buildings, structures, and objects), the Study Area will include the project area and the immediately adjacent parcels.

Task 4 – Archaeological Survey

If the project design proceeds with ground disturbing activities within the footprint of 45KI431, an archaeological survey will be needed to assess the presence/absence of archaeological resources within the proposed horizontal and vertical extent of the project. ESA will conduct a surface and subsurface survey. To comply with Washington State law, ESA will request a utility locate prior to any subsurface survey. Subsurface survey will be conducted using up to 20 hand-dug shovel/auger probes advanced to 20 cm below the proposed depth of project ground disturbance, or until impassable conditions are encountered. Spoils will be screened through ¼-inch hardware mesh. Probe locations will be recorded using GPS. Probes will be backfilled immediately upon termination. ESA will update the archaeological site form for 45KI431. ESA will extend a 10-day advance notification that invites the Affected Tribes to observe the survey.

Deliverables

- Information gathered during this task will be included in the Technical Report.
- Updated 45KI431 site form uploaded to DAHP's WISAARD database upon completion of Final Technical Report.

Assumptions

- The City will provide rights-of-entry, if needed.
- Approximately <2 acres will be surveyed.
- The surface and subsurface survey will require 3 people 2 10-hrs days to complete (inclusive of drive and equipment prep time)
- ESA will arrange to have utilities located and marked prior to survey, pursuant to RCW 19.122 "Underground Utilities," which requires notification to the Utility Notification Center as designated by the Washington Utilities and Transportation Commission, within 2-10 business days before digging. ESA assumes that the project area is readily accessible by utility locators and ESA will not need to meet locators on-site.
- ESA will not collect artifacts, if encountered.
- ESA assumes that a DAHP Archaeological Site Alteration and Excavation Permit will not be required due to a federal nexus.

Task 5 – Technical Report

ESA will summarize the findings and recommendations in a Technical Report. The report will meet the current DAHP standards for a cultural resources assessment. The report will include a copy of the King County Parks inadvertent discovery plan (IDP) as an appendix to be made available to the construction contractor prior to the start of ground disturbance. ESA will also create a new project in WISAARD, upload the report, and add all involved parties (USACE, City, RCO, Berger Partnership, KCHPP (and Phil Le Tourneau as an individual with Editor access), and Affected Tribes).

Deliverables

- One Draft Technical Report (Word format) for review by Berger Partnership and City.
- One Revised Draft Technical Report (Word format) for review by RCO and KCHPP.
- One Final Technical Report (PDF format) for review by Berger Partnership, City, and RCO, uploaded to WISAARD, and submittal to USACE.

Assumptions

- ESA will prepare up to two draft reports and one final report.
- All comments will be consolidated and reconciled prior to their provision to ESA.

ESA

Tukwila Community Center Riverside Trail and Canoe Launch		ESA LABOR COST		SUBCONSULTANT & EXPENSES	TOTAL PROJECT COST
Task #	**Task Name/Description**	**ESA Total Hours**	**Total ESA Labor Cost**	**Total Expense ($) Amount**	
1.1	Team Meetings and Client Coordination	20.00	$ 3,724	$ -	$ 3,724
1.2	Tribal Coordination	39.00	$ 9,496	$ 404	$ 9,899
1.3	Archival Literature Review	28.00	$ 6,196	$ -	$ 6,196
1.4	Archaeological Survey	67.00	$ 13,007	$ 659	$ 13,665
1.5	Technical Report	42.00	$ 9,422	$ -	$ 9,422
1	**Task 1**	**196.00**	**$ 41,846**	**$ 1,062**	**$ 42,908**
	Total Hours	**196.00**	**$ 41,846**	**$ 1,062**	**$ 42,908**
	Total ($) Amount				

PROJECT COST ESTIMATE SUMMARY TABLE	
ESA Labor	$40,627
Annual Rate Escalation Allowance	
Contingency	
Technology and Data Management Fee	$1,219
ESA Labor Amount	**$41,846**
ESA Non-Labor Expenses	
Reimbursable Expenses (see Attachment A for detail)	$207
ESA Equipment Usage (see Attachment A for detail)	$855
Subtotal ESA Non-Labor Expenses	**$1,062**
Subconsultant Costs	
PROJECT TOTAL	**$42,908**

Attachment A
Cost Proposal: ESA Non-Labor Expenses Summary

Reimbursable Expenses		
Mileage	$	180
Subtotal Reimbursable Expenses	*$*	*180*
15% Fee on Reimbursable Expenses	*$*	*27*
Total Reimbursable Expenses	**$**	**207**

ESA Equipment Usage		
Project Specific Equipment:	**$**	**600**
Vehicles - Standard size (no off-road usage)	$	300
Vehicles - 4x4 /Truck (light duty)	$	300
Topographic/Bathymetric Survey Equipment:	**$**	**255**
1m GNSS Data Collection System (iPad)	$	255
Total Equipment Usage Costs	$	855

TOTAL NON-LABOR EXPENSES	**$**	**1,062**

City of Tukwila

City Council Community Services & Safety Committee

Meeting Minutes
June 22, 2026 – *5:30 p.m. – Hybrid Meeting; Hazelnut Conference Room & MS Teams*

Councilmembers Present: Hannah Hedrick, Chair; Joe Torres Camacho, Armen Papyan
Staff Present: Marty Wine, Laurel Humphrey, Eric Lund, Pete Mayer, Mattie Powell, Kris Kelly, David Rosen, Jo Anderson, Jerynne Noble, Ryan Rosevear

Chair Hedrick called the meeting to order at 5:30 p.m.

1. **BUSINESS AGENDA**

a. **Foster Golf Links Pump House Replacement**
Staff is seeking approval of a contract with Watertronics LLC in the amount of $267,000 for a replacement pump station for Foster Golf Links.

Committee Recommendation:
Unanimous approval. Forward to July 20, 2026 Regular Consent Agenda.

b. **Contracts: Riverton Playground Replacement & TCC Riverside Campus/Canoe Launch**
Staff is seeking approval of a contract with GGLO in the amount of $162,561 for design of the Riverton Park Playground Replacement Project. Staff is also seeking approval of a contract with Berger Partnership in the amount of $210,120 for the TCC project.

Committee Recommendation:
Unanimous approval. Forward to July 20, 2026 Regular Consent Agenda.

c. **Ordinance: Camping Regulations**
Staff is seeking approval of an ordinance that would prohibit camping on public property without authorization in order to provide a consistent legal framework for responding to encampments.

Item(s) for follow-up:
- Provide information about existing services for those experiencing homelessness and addiction.
- Invite mental health co-responder(s) to attend Committee of the Whole.

Committee Recommendation:
Divided Recommendation: Papyan in favor, Camacho opposed, Hedrick no recommendation. Forward to July 13, 2026 Committee of the Whole

2. **MISCELLANEOUS**
Councilmember Camacho inquired about a previous request to visit the DHS facility on Tukwila International Boulevard. Acting Chief Lund made the request and DHS declined, stating only law enforcement is allowed access.

Discussion only.

City of Tukwila

Thomas McLeod, Mayor
Marty Wine, City Administrator

ITEM NO.
5.D.

AGENDA BILL

Agenda Item	Contract Approval: Foster Golf Links Pump House Replacement
Sponsor	David Rosen, Analyst Parks & Recreation
Legislative History	June 22, 2026 Community Services & Safety Committee July 20, 2026 Regular Meeting Consent Agenda
Recommended Motion	☐ Discussion Only ☒ Action Requested **MOVE TO** authorize the execution of a contract with Watertronics LLC. In the amount of $267,000 for procurement of a replacement pump station for Foster Golf Links.

EXECUTIVE SUMMARY

The City of Tukwila Parks and Recreation Department seeks to replace the aging pump station located at Foster Golf Links, this project was planned for in the 2025 – 2030 Capital Improvement Program (CIP) and is listed as Project# 11641107. This pump station provides water to the course's entire irrigation system and is past its expected service life with replacement parts becoming harder to source efficiently and effectively. The Parks and Recreation Department, per city policy, seeks council approval for the mayor to execute a contract for procurement of replacement pump station equipment. Department staff request the Community Services and Safety Committee forward this item to the July 20th Regular Meeting Consent Agenda for council approval.

DISCUSSION

The pump house at Foster Golf links is the central facility that draws, pressurizes, and distributes water from the Duwamish River to the golf course's irrigation system. Any downtime and/or failure of the pump house system jeopardizes short and long-term course playability and therefore golfer experience, therefore a reliable and efficient pump house is critical for maintaining revenue generation. The pump house located at Foster Golf Links has been in service since 1995, and due to its increasing age, it is becoming inefficient to operate and service with replacement/maintenance parts and assets becoming harder to source from and on behalf of vendors and/or contractors.

Because of this, staff planned for its eventual replacement in the 2025 – 2026 biennium as part of the 2025 – 2030 CIP. The estimate for the project at that time was approximately $200,000, the project's cost has increased due to overall inflationary impacts as well as inflation more specifically concentrated in machinery and equipment such as the pump house being procured.

In addition to the system having obsolete parts, it is also missing key functionalities offered by newer systems. Per example, newer pump house systems include the ability to remotely monitor system operations, allowing for real-time control of systems. The current pump house does not possess this functionality, requiring the FGL Course Superintendent to spend staff time travelling to the site to manually operate the pump house controls when needed. Additionally, the current pump house filter system cannot be serviced in-house, requiring a crane truck to be rented for servicing, the new pump house system will not require this, saving an approximate $5,000 in operating costs annually.

In sum, replacement of the aging pump house at Foster Golf Links will:

1. Improve system reliability and serviceability
2. Conserve water through more efficient systems and monitoring capabilities, and
3. Increase staff time available for other course/business needs

The pump station replacement is estimated to be completed in either Q4 2026 or Q1 2027, depending on machinery lead times and availability of professional installation services. The project timeline as proposed ensures the new pump house is installed, tested, and optimized for ongoing operations before the courses' busier season begins in Q2 2027.

FINANCIAL IMPACT

<table>
<tr><td colspan="3">Complete for all items requiring City expenditure
Disclaimer: Final terms and scope of work subject to review by the City Attorney</td></tr>
<tr><td>☒ Budgeted
☐ Unbudgeted
☐ Grant-Funded</td><td>Expenditure Required:
$267,000</td><td>Fund Source:
Fund 411 Fund Balance</td></tr>
<tr><td>Contractor</td><td colspan="2">Watertronics LLC.</td></tr>
<tr><td>Scope of Work</td><td colspan="2">Scope includes:
1. Construction of custom pump house and system specific Foster Golf Links' setup and needs
2. Delivery of system and setup utilizing the existing pump house structure and utilities onsite
3. No optional equipment features included (Station Heater)</td></tr>
<tr><td>Amount</td><td colspan="2">$267,000
Please note:
1. The quote price on the attachment does not include Sales Tax, it has been included in the proposed contract
2. Staff have added a 10% escalation to the quote for the contract in case of cost overruns and/or price increases</td></tr>
<tr><td>Duration</td><td colspan="2">Delivery expected by Q4 2026</td></tr>
<tr><td colspan="3">Additional Comments:
Contract is for procurement of pump house system; installation will be a separate contract staff are currently scoping with a different contractor, staff have ensured this contractor meets the requirements necessary from the pump house system provider to maintain the system's warranty.

The installation contract is anticipated to include removal of the existing system but not complete disposal, allowing staff to potentially sell components that have value or retain them as backups in case of need.</td></tr>
</table>

ATTACHMENTS

A – Proposed Contract for Services + Custom Pump System Quotation (FosterGolfLinks_260604Q7)
B – Foster Golf Links Pump House Replacement Engineering Drawings

City of Tukwila

Contract Number:

6200 Southcenter Boulevard, Tukwila WA 98188

CONTRACT FOR SERVICES

This Agreement is entered into by and between the City of Tukwila, Washington, a non-charter optional municipal code city hereinafter referred to as "the City," and **Watertronics LLC.**, hereinafter referred to as "the Contractor," whose principal office is located at **P.O Box 530 Hartland, WI 53029**.

WHEREAS, the City has determined the need to have certain services performed for its citizens but does not have the manpower or expertise to perform such services; and

WHEREAS, the City desires to have the Contractor perform such services pursuant to certain terms and conditions; now, therefore,

IN CONSIDERATION OF the mutual benefits and conditions hereinafter contained, the parties hereto agree as follows:

1. **Scope and Schedule of Services to be Performed by Contractor.** The Contractor shall perform those services described on Exhibit A attached hereto and incorporated herein by this reference as if fully set forth. In performing such services, the Contractor shall at all times comply with all Federal, State, and local statutes, rules and ordinances applicable to the performance of such services and the handling of any funds used in connection therewith. The Contractor shall request and obtain prior written approval from the City if the scope or schedule is to be modified in any way.

2. **Compensation and Method of Payment.** The City shall pay the Contractor for services rendered according to the rate and method set forth on Exhibit A attached hereto and incorporated herein by this reference. The total amount to be paid shall not exceed **$267,000 for the services described in Exhibit A.**

3. **Contractor Budget.** The Contractor shall apply the funds received under this Agreement within the maximum limits set forth in this Agreement. The Contractor shall request prior approval from the City whenever the Contractor desires to amend its budget in any way.

4. **Duration of Agreement.** This Agreement shall be in full force and effect for a period commencing **July 24th, 2026**, and ending **February 28th, 2027**, unless sooner terminated under the provisions hereinafter specified.

5. **Independent Contractor.** Contractor and City agree that Contractor 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 Contractor nor any employee of Contractor 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 contributing to the State Industrial Insurance Program, or otherwise assuming the duties of an employer with respect to the Contractor, or any employee of the Contractor.

6. **Indemnification.** The Contractor shall defend, indemnify and hold the Public Entity, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the Public Entity.

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 Contractor and the Public Entity, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor'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.

7. **Insurance.** The Contractor 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 Contractor, their agents, representatives, employees or subcontractors. Contractor's maintenance of insurance, its scope of coverage and limits as required herein shall not be construed to limit the liability of the Contractor 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 Scope of Insurance.** Contractor 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 and $2,000,000 products-completed operations aggregate limit. Commercial General Liability insurance shall be as least at broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, products-completed operations, stop gap liability, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide a per project general aggregate limit using ISO form CG 25 03 05 09 or an equivalent endorsement. There shall be no exclusion for liability arising from explosion, collapse or underground property damage. The City shall be named as an additional insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing at least as broad coverage.

      3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

   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 Contractor'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 Contractor's insurance and shall not contribute 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.** Contractor 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 Contractor shall furnish certified copies of all required insurance policies, including endorsements, required in this Agreement and evidence of all subcontractors' coverage.

F. **Subcontractors.** The Contractor shall cause each and every Subcontractor to provide insurance coverage that complies with all applicable requirements of the Contractor-provided insurance as set forth herein, except the Contractor shall have sole responsibility for determining the limits of coverage required to be obtained by Subcontractors. The Contractor shall ensure that the Public Entity is an additional insured on each and every Subcontractor's Commercial General liability insurance policy using an endorsement as least as broad as ISO CG 20 10 10 01 for ongoing operations and CG 20 37 10 01 for completed operations.

G. **Notice of Cancellation.** The Contractor shall provide the City and all Additional Insureds for this work with written notice of any policy cancellation, within two business days of their receipt of such notice.

H. **Failure to Maintain Insurance.** Failure on the part of the Contractor 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 Contractor 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 Contractor from the City.

8. Record Keeping and Reporting.

A. The Contractor shall maintain accounts and records, including personnel, property, financial and programmatic records which sufficiently and properly reflect all direct and indirect costs of any nature expended and services performed in the performance of this Agreement and other such records as may be deemed necessary by the City to ensure the performance of this Agreement.

B. These records shall be maintained for a period of seven (7) years after termination hereof unless permission to destroy them is granted by the office of the archivist in accordance with RCW Chapter 40.14 and by the City.

9. Audits and Inspections. The records and documents with respect to all matters covered by this Agreement shall be subject at all times to inspection, review or audit by law during the performance of this Agreement.

10. Termination. This Agreement may at any time be terminated by the City giving to the Contractor thirty (30) days written notice of the City's intention to terminate the same. Failure to provide products on schedule may result in contract termination. If the Contractor's insurance coverage is canceled for any reason, the City shall have the right to terminate this Agreement immediately.

11. Discrimination Prohibited. The Consultant, 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 and Subcontract. The Contractor shall not assign or subcontract any portion of the services contemplated by this Agreement without the written consent of the City.

13. Entire Agreement; Modification. This Agreement, together with attachments or addenda, represents the entire and integrated Agreement between the City and the Contractor 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.

14. **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.

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

    City Clerk, City of Tukwila
    6200 Southcenter Blvd.
    Tukwila, Washington 98188

    Notices to the Contractor shall be sent to the address provided by the Contractor upon the signature line below.

16. **Applicable Law; Venue; Attorney's Fees.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. 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.

DATED this 15th day of June, 2026.

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

CITY OF TUKWILA

____

Thomas McLeod, Mayor

ATTEST/AUTHENTICATED:

____

Andy Youn-Barnett, City Clerk

APPROVED AS TO FORM:

____

Office of the City Attorney

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

CONTRACTOR:

By: ______________________________

Printed Name: __________________________

Title: ______________________________

Address: ____________________________

____

Watertronics LLC.
P.O. Box 530
Hartland, WI 53029
PH: 262-367-5000
FX: 262-367-6897

CUSTOM PUMP SYSTEM QUOTATION

Project Name:	Foster Golf Links	**Date:**	6/15/2026
Site Location:	Tukwila,WA	**Quotation:**	FosterGolfLinks_260604Q7
		Quoted By:	Drew Palmer
Customer Contact Name:	Mr. Ryan Rosevear		
Company Name:	Foster Golf Links	**Sales Rep:**	Drew Palmer
Address:	13500 Interurban Ave S	**Phone:**	262-399-8185
Phone:	206-242-4221	**Email:**	drew.palmer@watertronics.com
Email:	ryan.rosevear@tukwilewa.gov		
Performance:	1000GPM @ 90PSI	**Wetwell Depth:**	17Ft. - 8in.
Site Voltage:	480Y/277 volt, 3Phase/60Hz only	**Panel SCCR:**	35KA
Model Number:	VTV-7C-40X2/5ST-480-3-1000-90	**FCC Type:**	None

Project Scope

Replacement pump station for Foster Golf Links in Tukwila, WA.
Pump station is capable of producing up to 1000gpm @ 90psi.

Pump station is designed to handle the secondary reclaim water source.
Stainless Steel heat exchanger cooling for control panel
Fusion Bonded Epoxy (2M Scotchkote 134) coating on internals of all station piping
Stainless Steel pump columns on all pumps

Intake and discharge filtration (with controls) are included.

Freight and certified start-up are INCLUDED.

CATEGORY	DESCRIPTION	QTY
Approvals and Certifications	• UL Listed - Industrial Control Panel	1
Paint Color	• Paint Color - Watertronics - Green	1
Pump Motors - Submersible	• 5HP Submersible Motor - 380-460V/3ph	1
Pump Motors - VHS	• 40HP VHS Premium Efficiency Motor - 460V/3Ph	2
Pumps - Submersible Turbine	• Pump, Submersible Turbine, 5HP	1
Pumps - Vertical Turbine	• Pump, Vertical Turbine, 11IDLH-4	2
Pump Discharge Heads	• Discharge Head - 6" Ductile Iron	2
Pump Columns	• Pressure Maint Pump Column - 2" Dia - 304 SS	1
Pump Columns	• VT Pump Column - 6" Dia, 3 Piece, 304SS	2
Pump Seals	• Mechanical Shaft Seal	2
Discharge Manifolds	• Discharge Manifold - Duplex Pump	1
Pressure Relief Valves	• 3" Pressure Relief Valve	1
Discharge Filters	• Filter, Forsta D8-180-304 - 8 Flange 2000GPM, 300 micron	1
Regulation EBVs	• Electronic Butterfly Valve - 2-6"	2
Flow Meters	• Growsmart IM3000 Series Magnetic Flowmeter - 6"	1
Level Controls	• Wetwell Level Control w/1 Pond Fill	1
Inlet Screens	• Self Cleaning Inlet Screen - 1350 GPM	1
Pipework Coatings	• Fusion Bonded Epoxy - Internal Only	1
Pump Station Bases	• Pump Station Base - Formed Steel	1
Wet Well Cover Plates	• Wet Well Cover Plate - 4 Square Feet	1
Pump Station Base Accessories	• Skid Shim Kit, Stainless Steel	1

Disconnects	•	Station Disconnect Switch - 200A Fused	1
VFDs	•	Variable Frequency Drive, 40HP, 380-480V/3ph	1
XL Contactors	•	VFD (XL) Contactor - 460-575V/3Ph - 40HP	2
XL Contactors	•	Motor Starter - 460-575V/3Ph - 5HP	1
Control System	•	Power - Phase Monitor Protection	1
Control System	•	Type 7C - M262 PLC	1
Touchscreen Displays	•	10" ComFile HMI Edge CPU	1
Control Switches	•	Lighted HOA Switch	3
Surge Protection	•	Standard Surge/Lightning Protection	1
Optical Devices	•	Flow Signal Opto Coupler - For Sharing Signal	1
Optical Devices	•	Flow Sensor Opto Isolator	1
Remote Start Options	•	Remote Disable Relay - 24VAC/DC	1
Communication and RTUs	•	WaterVision - 7C Controls - Verizon 3 Year	1
Fertigation Accessories	•	Fertigation Run Relay	1
Fertigation Accessories	•	Chemical Treatment Relay	1
Electrical Enclosure	•	Electrical Enclosure - 75x48x16 STL/WHT	1
Electrical Enclosure Accessories	•	Control Panel Leg Kit - 6"H x 16"D	1
Electrical Enclosure Cooling	•	Heat Exchanger - N4X Stainless Steel - (3350 Btu)	1
Documentation	•	Operation & Maint Manual (English) - Electronic Copy	3

STANDARD EQUIPMENT FEATURES : (Included In Total Station Price)		
OPTION NO	DESCRIPTION	QTY

OPTION NO	DESCRIPTION	QTY
001-0000008	**Vertical Turbine - Station Spec**	1
	• A variable speed Vertical Turbine pump station shall be provided. The pump station shall include variable frequency drive speed control vertical turbine pumps piping valves electrical panel base and all other features (where applicable as specified below). Station shall be designed to be installed either outside or inside a weather resistant building furnished by the owner as specified above. A formed and reinforced base platform will support all manifolding pumps motors and control panels to provide an integral unit ready to quickly install at the job site. Configuration of station inlet discharge power connections and layout/orientation of basic system components shall be indicated on the sales drawing. The station shall be completely assembled (where applicable) calibrated and subjected to a dynamic run test including safety check prior to breakdown and shipment to customer.	
005-0000002	**UL Listed - Industrial Control Panel**	1
	• The station ELECTRICAL CONTROL PANEL shall be UL listed and meet or exceed UL508A specifications for safety of industrial control panels. Panel shall be assembled and tested in a UL508A certified panel shop.	
010-0000001	**Paint Color - Watertronics - Green**	1
	• Pump station pumping components shall be painted Watertronics GREEN for maximum durability and resistance to corrosion. The paint system shall consist of a multi-step system including media blasting application of a rust prohibitive epoxy prime coat followed by a two part industrial grade ultraviolet resistant polyurethane finish having a total dry film thickness of not less than 5 mils. Each coat will be applied and baked for one half hour at 165 degrees F. Pump station components including base pipework discharge heads manifolds isolation and relief valves grooved clamps and supports shall be painted unless otherwise specified on sales drawing.	
100-0000009	**5HP Submersible Motor - 380-460V/3ph**	1
	• A 5HP high efficiency submersible motor shall be provided. The motor shall be inverter duty rated class F windings and shall be fully sealed with stainless steel splined output shaft.	
101-0000013	**40HP VHS Premium Efficiency Motor - 460V/3Ph**	2
	• A 40HP premium efficient (VHS) vertical hollow shaft motor shall be provided. The motor shall be inverter duty rated class F windings and include internal 120V winding heaters. The motor shall be sized properly for continuous operation of the pump at any point along the designed pump performance curve without exceeding the motors specified horsepower rating. The motor shall be equipped with a "Self Release Coupling" factory configured (bolted to upper bearing) for momentary up thrust protection.	
120-0000002	**Pump, Submersible Turbine, 5HP**	1
	• A 5HP Submersible Turbine pump shall be provided. The pump shall consist of one or more stages and be designed for maximum performance and efficiency. Bowls shall be made of cast iron or stainless steel. Impellers shall be investment cast stainless steel.	
121-0000102	**Pump, Vertical Turbine, 11IDLH-4**	2
	• A Vertical Turbine pump assembly shall be provided. The pump assembly shall consist of one or more stages designed and manufactured by Watertronics in order to achieve maximum performance and efficiency. Standard features shall include ductile iron bowls with O-ring seals between each stage polymer bearings rated for 4 minute dry run 304 STAINLESS STEEL impellers, 18/8 stainless steel fasteners and a stainless steel inlet basket strainer properly sized for the pump. Each pump assembly shall be factory tested to Hydraulic Institute ANSI/HI 14.6 acceptance grade 2B.	
140-0000002	**Discharge Head - 6" Ductile Iron**	2
	• A heavy duty ductile iron 6 INCH pump discharge head assembly shall be provided for superior durability. The discharge head assembly shall include a check valve butterfly valve and related hardware flow rated for up to 900GPM and 150 PSI per ANSI B2.1.	

150-0000020	**Pressure Maint Pump Column - 2" Dia - 304 SS**	**1**

- A 2 INCH diameter pressure maintenance pump column pipe shall be provided. The column pipe shall be fabricated from 304 STAINLESS STEEL. A butterfly valve and check valve shall be provided on the outlet of the column pipe assembly.

150-0000043	**VT Pump Column - 6" Dia, 3 Piece, 304SS**	**2**

- A 3 Piece 6 INCH diameter vertical turbine pump column and shaft assembly shall be provided. The column pipe shall be fabricated from 304 STAINLESS STEEL pipe. Pump line shafts and bowl shafts shall be fabricated from 17-4PH STAINLESS STEEL. The shaft diameter shall be no less than prescribed by ANSI B58.1 Section 4.2 Table 4. Bearing retainers shall be stainless steel with polymer bearings. The column and shaft assembly shall be designed per the total pump length specified on the sales drawing.

180-0000002	**Mechanical Shaft Seal**	**2**

- Each turbine pump discharge head shall contain a mechanical seal assembly located where the line shaft protrudes through the discharge head. The mechanical seal assembly shall consist of a main housing shaft sleeve assembly locking and drive collars. The shaft sleeve shall be machined from 416 stainless steel. The locking and driving collars shall be machined from 7075 aluminum. Integral to the seal housing a permanently lubricated ball bearing shall be mounted located out of the pumping media. The mechanical seal shall be resistant to corrosion and abrasives totally self lubricating and rated for no less than 300 PSI. The seal assembly shall require no bypass tubes or related devices to provide cooling or lubrication. One seal required per Vertical Turbine pump.

200-0000002	**Discharge Manifold - Duplex Pump**	**1**

- A custom fabricated DUPLEX PUMP discharge manifold shall be provided. The manifold shall be designed and fabricated by Watertronics to maximize flow and efficiency and to meet specific customer installation requirements. All fabricated piping shall conform to ASTM specifications A53 for Grade B welded or seamless pipe. Discharge piping 12" and larger shall be a minimum "Standard Wall" thickness. Discharge piping 10" and smaller shall be Schedule 40. All welded flanges shall be forged steel slipâ€‘on or weld neck type. All welded fittings shall be seamless conforming to ASTM Specification A234 with pressure rating not less than 150 psi. The manifold assembly shall include a main discharge isolation valve discharge pressure gauge three 3/4" fertigation ports and a winterization drain port with 3/4" ball valve.

210-0000001	**3" Pressure Relief Valve**	**1**

- A 3" pressure relief valve shall be installed on the discharge piping downstream of the pressure regulating valves. The valve shall be sized to bypass sufficient water back to the water source to avoid the discharge pressure from exceeding the maximum programmed pressure set point by more than 10 PSI.

230-0000015	**Filter, Forsta D8-180-304 - 8 Flange 2000GPM, 300 micron**	**1**

- A Forsta D8-180-304 series filter shall be provided for superior discharge filtering performance. The filter body shall be fabricated from 304 stainless steel and pickle passivated and the screen shall be 316 stainless steel and include an automatic flush system. The flush cycle shall be fully programmable be controlled by the system PLC and initiated by pressure drop across the filter or on a time interval basis. Flushing shall be controlled by an industrial grade electronic valve actuator and shall occur during normal operation without suspension of the normal irrigation process. Filter assembly includes inlet and outlet isolation valves and includes a filter bypass where applicable as specified on the sales drawing. Maximum flow rate shall be 2000GPM per filter with 300 micron screen.

270-0000001	**Electronic Butterfly Valve - 2-6"**	**2**

- A patented Watertronics 2-6" EBV "Electronic Butterfly Valve" shall be provided on the pump discharge head. The EBV shall provide for gradual entry of water from the pump into the discharge manifold to allow for complete purging of pump column air and elimination of water hammer surges and check valve slam. The EBV shall also facilitate smooth pump sequencing enhanced flow and pressure regulation. In the event of a VFD failure the EBV shall function as a by-pass regulation device to maintain constant pressure regulation and flow without disruption of the irrigation process.

280-0000011	**Growsmart IM3000 Series Magnetic Flowmeter - 6"**	**1**

- A 6" diameter Growsmart electromagnetic flow meter shall be provided to measure water flow rate with an accuracy of +/- 2%. The flowmeter shall include an integrated LCD display and be constructed of epoxy coated ASTM carbon steel suitable for indoor or outdoor installation. Maximum recommended flow rate 1322 GPM.

290-0000001	**Wetwell Level Control w/1 Pond Fill**	**1**

- A robust industrial grade WETWELL level control system shall be provided. The system shall consist of a level transducer and a low level safety shutdown float located in the WETWELL for accurate and reliable level control. The controls shall be fully integrated with the control system with programmable set points accessible through the station touchscreen display. The level control system shall function to shutdown the pump system in the event of a low water condition. An additional isolated 5A relay contact shall be provided for control of ONE external pond fill or other external fill source. The level transducer shall be rated for a maximum water depth of 33.5 feet.

310-0000010	**Self Cleaning Inlet Screen - 1350 GPM**	**1**

- A Self Cleaning - 1350 GPM Inlet Screen shall be provided to prevent debris from entering pump inlet . The screen shall be cylindrical in shape and equipped with a jet pipe assembly for removal of screen debris during the flush cycle. The screen assembly shall be fabricated from stainless steel with a POWDER COATED STEEL connection flange. A flush supply line and solenoid control shall be provided where applicable. Flush requires 25GPM for proper operation. Inlet flume pipe and adapters not included and are to be ordered separately.

395-0000001	**Fusion Bonded Epoxy - Internal Only**	**1**

- 3M Scotchkote Fusion-Bonded Epoxy Coating 134 shall be applied to INTERNAL ONLY pipe surfaces as indicated by the sales drawing. 3M Scotchkote 134 is a one part heat curable thermosetting coating that cures to a smooth uniform thickness provides superior adhesion coverage on porous pipework and is highly resistant to wastewater corrosive soils and sea water.

400-0000001	**Pump Station Base - Formed Steel**	**1**

- Pump station components shall be mounted on a formed steel base. Formed steel construction is used to minimize weld seams and maximize strength. The base material shall be 3/8" thick ASTM A-26 hot rolled carbon steel plate. Structural steel shall be welded on the underside of the base to maximize structural rigidity. Base shall have a minimum of 8 (eight) lifting points (two at each corner). Base shall include a hinged wet well hatch whenever possible. Base shall be supplied with four anchor brackets and concrete wedge anchor bolts if base length is under 12ft. For base lengths over 12ft six anchors shall be provided.

401-0000004	**Wet Well Cover Plate - 4 Square Feet**	**1**

- A 3/8" diamond plated aluminum cover plate shall be provided to cover any exposed gap between the edge of the skid and the wall of the wet well. A bracket will be provided so that the cover plate can be securely fastened to the side of the skid. The cover plate will also have through holes in each corner for anchoring to the concrete slab.

410-0000001	**Skid Shim Kit, Stainless Steel**	**1**

- A skid shim kit shall be provided to take up small gaps between skid and floor and to insure level installation of skid. Each kit shall include the following stainless steel shims; Qty (2) - 1/2"x2"x5" Qty(2) - 3/8"x2"x5" Qty(4) - 1/4"x2"x5" Qty(4) - 1/8"x2"x5" .

500-0000011	**Station Disconnect Switch - 200A Fused**	**1**

- A 3-pole 200 amp maximum FUSED UL Listed main disconnect switch shall be provided. The disconnect switch shall include an operating handle mounted in the main electrical panel door that shall open all ungrounded conductors of the service entrance to the panel. The disconnect switch shall be mechanically interlocked to prevent access while the operating handle is in the ON position. The station disconnect switch shall be correctly sized for the maximum station load and shall meet all applicable NEC and UL508A requirements.

520-0000026	**Variable Frequency Drive, 40HP, 380-480V/3ph**	**1**

- A high efficiency industrial grade 40HP variable frequency drive shall be provided. The VFD shall be specifically designed for water pumping applications and include a graphical control interface keypad. All internal printed circuit boards shall be conformal coated for long service life.

540-0000036	**VFD (XL) Contactor - 460-575V/3Ph - 40HP**	**2**

- A 460-575V/3Ph - 40HP cross line (XL) industrial grade dual interlocking contactor set shall be provided for the pump. The contactor set shall allow the assigned pump to be run manually across the line or from the VFD output. It will also facilitate sequencing of pumps when more than one main pump is present. An HOA (Hand-Off-Auto) switch will be provided for each pump. When HOA is in Hand position the contactor set will engage to power pump directly across the line. If Off position pump will be disabled and when in Auto pump will run on VFD when assigned as lead pump otherwise the contactor set will sequence the pump on as a lag pump where applicable.

540-0000070	**Motor Starter - 460-575V/3Ph - 5HP**	**1**

- A 460-575VAC/3Ph - 5HP industrial grade Motor Starter shall be provided. The motor starter shall provide integrated switching thermal and current overload protection per NEC article 430 safety requirements. The switching contacts shall be rated for a minimum of 200000 cycles under full load conditions.

600-0000003	**Power - Phase Monitor Protection**	**1**

- An advanced microprocessor based Power Phase Monitoring system shall be provided to protect the pump system from equipment failure due to power faults occurring on the incoming electrical service to the pump station. The monitor shall actively monitor for phase loss phase reversal phase unbalance under voltage and overvoltage conditions. In the event that these one or more of these conditions occur the Phase Monitor shall signal the PLC logic controller to shut down the pump system preventing damage to pump system components. The phase monitor fault limits and time to trip shall be adjustable. A status LED shall indicate the fault type causing the shutdown event.

600-0000004	**Type 7C - M262 PLC**	**1**

- The electrical control system shall be an Industrial grade PLC with custom programming written specifically for this project. Control logic shall be based on redundant design and interlocking of control devices for maximum safety and proper sequence of operation. The PLC controller shall have diagnostic LEDs for monitoring status of discrete inputs and outputs as well as a general PLC error feedback. The PLC shall contain RS485 and Ethernet communication ports for monitoring and programming purposes. The PLC will have a high speed counter clock and calendar function with year month day hour minute and day of week.

610-0000006	**10" ComFile HMI Edge CPU**	**1**

- An industrial grade 10.1” (1024 × 600) LCD touchscreen user interface display shall be provided for monitoring and diagnostic purposes featuring: Digital flow (GPM) and pressure (PSI) display. Both cumulative and resettable gallons pumped indicators. Pump ready/running status with elapsed run time display per pump. Flow-based pressure regulation to match discharge pressure with irrigation demand Individual motor overload reporting Minute by minute data logging saved internally for Historic and real time X-Y plotting of pump station operation. Filter controls. Alarm log. Ability to change system parameters such as setpoint pressure time delays Fertigation graphic and control interface when sold with a Watertronics EZ Feed Injection Package. Life of the display shall be 50000 hours. The display software shall be configured for the pump station features.

620-0000001	**Lighted HOA Switch**	**3**

- A lighted switch actuator shall be provided which shall be illuminated GREEN whenever the controlled item is active. One required per switch.

630-0000001	**Standard Surge/Lightning Protection**	**1**

- A Standard 40kA max impulse current rated surge protective device shall be provided on the incoming power connections to the station. The SPD shall utilize high energy solid state suppression circuitry to effectively protect electrical equipment from severe electrical disturbances. Diagnostic LEDs shall be provided on the device to indicate operational status of the device when powered.

640-0000001 **Flow Signal Opto Coupler - For Sharing Signal** **1**

- An optical coupling device shall be provided for sharing of pump station flow signal with external customer control systems. The opto-coupler is rated for 3-30VDC (24VDC) nominal supply from customer control system and shall provide a minimum of 2500V isolation between station control system and external systems.

640-0000002 **Flow Sensor Opto Isolator** **1**

- An optical isolation device shall be provided for isolating OFF SKID station flow sensor from the control system. The optical isolator shall effectively improve flow signal quality and eliminate interference ground loops and other signal disturbances from entering station control electronics.

650-0000003 **Remote Disable Relay - 24VAC/DC** **1**

- A 24VAC/DC remote disable relay input shall be provided. The remote disable relay shall effectively disable the pump station when the remote start relay coil is supplied 24VAC/DC power from an irrigation controller or other external power source provided by customer. If the station is running and relay is powered the station will safely shutdown. When power is removed from the relay the station will return to normal operation.

680-0000018 **WaterVision - 7C Controls - Verizon 3 Year** **1**

- WaterVision - Verizon network CELLULAR remote pump system monitoring package shall be provided. The system includes all hardware software and 3 YEAR SUBSCRIPTION for connection of a single pump station to the WaterVision Network via a cellular connection. The system shall allow customer to remotely monitor the pump station and the customer's other WaterVision enabled pump stations on the same property or multiple properties at any time from a cell phone tablet PC or other web based device. The system shall also allow control of the pump station including enable/disable and reset of alarms. The WaterVision system is also expandable through connection of additional WaterVision enabled pump systems. Additional hardware is required for system expansion. Contact PSN for future subscription pricing.

720-0000001 **Fertigation Run Relay** **1**

- A Fertigation Run relay shall be provided to activate a customer provided chemical injection system. The relay output shall turn on when the station reaches a minimum flow set point and turn off when station flow drops below set point. The minimum flow set point shall be adjustable through the touchscreen display where provided.

720-0000003 **Chemical Treatment Relay** **1**

- A Chemical Treatment relay shall be provided to activate a customer provided chemical injection system. The relay output shall turn on anytime a main pump is running. The chemical treatment relay shall have 2 DPDT 8A contacts.

750-0000003 **Electrical Enclosure - 75x48x16 STL/WHT** **1**

- A heavy duty industrial grade 75Hx48Wx16D UL Listed NEMA 4 outdoor rated enclosure shall be provided to protect electrical control system components. The enclosure shall be custom built to Watertronics specifications specifically for water pumping applications and shall be fabricated of no less than 12GA carbon steel finished on all inside and outside surfaces in polyester based WHITE powder coat finish for maximum durability. The enclosure shall be provided with heavy duty integral hinges with lift off doors INTERIOR LIGHTING PACKAGE heavy duty key lockable door handles continuously welded seams mechanical interlocks and drip shield. The electrical component back panel shall be galvanized steel for superior EMC performance.

760-0000008 **Control Panel Leg Kit - 6"H x 16"D** **1**

- A 6" HIGH heavy duty control panel leg kit shall be provided. Legs shall be fabricated from 3/8" thick A36 hot rolled steel plate and painted to match control panel enclosure color. The leg kit shall be designed for a 16" DEEP enclosure

770-0000010	**Heat Exchanger - N4X Stainless Steel - (3350 Btu)**	**1**

- A premium quality closed loop water-to-air HEAT EXCHANGER cooling system shall be provided. The heat exchanger shall be rated NEMA 4 with gray powder coated aluminum enclosure. Internal cooling coils and input/output connections shall be constructed of 304 stainless steel for superior corrosion resistance. The heat exchanger shall control temperature levels within the electrical enclosure, protecting sensitive electronic components from overheating conditions. The heat exchanger shall prevent outside air or cooling water from entering electrical enclosure. The heat exchanger shall be properly sized to the application up to 3350 Btu cooling capacity. Max water pressure 100PSI.

975-0000001	**Operation & Maint Manual (English) - Electronic Copy**	**3**

- A detailed OPERATION and MAINTENANCE manual shall be provided detailing basic system operation alarms general maintenance procedures and use of the operator interface. The manual shall be in English and provided in electronic format.

PUMP STATION PRICE (INCLUDES ALL STANDARD EQUIPMENT FEATURES) U.S. Dollars Only	$219,450.00
Domestic US Freight from Factory to Job Site: FOB Factory	INCLUDED
Off Load & Setup Supervision:	NOT INCLUDED
Crane To Off-Load and Set Pump Station:	NOT INCLUDED
Start-Up:	INCLUDED
Warranty - (Including Parts and Labor)	2 YR STANDARD
Taxes :	NOT INCLUDED

Shipment:Estimated **12-14**weeks after receipt of signed contract and drawing approval. A firm delivery date will be established and transmitted within 5 days of receipt of all final details and documents.

WIRE TRANSFER:

1 WARNING regarding wiring of funds:
Due to the growing occurrence of identity theft and phishing scams, please do not wire funds to Watertronics without first receiving a verbal confirmation of our receiving bank's wiring instructions. Upon receiving wiring instructions from Watertronics, please contact John Bizub with Watertronics at +1-262-367-5000 x1203 prior to initiating any wire transfer to confirm the instructions match. Once the wire transfer is complete, please contact John Bizub again to obtain verbal confirmation of the transfer as well.

Watertronics is not responsible for any funds that are unintentionally wired to the wrong recipient, regardless of cause.

OPTIONAL EQUIPMENT FEATURES: (NOT Included in Total Station Price) (Indicate acceptance of a Optional Feature and Ext. Price by initialing ACCEPTED box next to each option being added to purchase)(Ext. Price does NOT include Taxes)

OPTION NO	DESCRIPTION	QTY	Price	Ext.Price	Accepted
780-0000003	Station Heater - 5KW - 480V	1	$5,188.00	$5,188.00	

- An arm mounted 5KW - 480V industrial forced air heater shall be provided. The unit shall include an integrated 40 - 120F temperature control thermostat. A separate disconnect and branch circuit protection shall be provided that will allow the heater power to be controlled independently of the station main electrical panel.

TERMS AND CONDITION

DELIVER AND SETUP

1. All reasonable efforts will be made to meet the requested delivery date after the receipt of a signed contract however; Watertronics will not be liable for delays in delivery.
2. Pump station components shipped separately from the station, at the Customer's request, may incur additional freight charges, payable by the Customer.
3. Customer will be responsible for having job site readily accessible for station delivery via flatbed truck.
4. Customer will provide the equipment and personnel required to unload and/or set the pump station.
5. DOMESTIC (USA): Station Set-up charges include one day on site. If more than one day is required, additional charges of $950.00 per day will be assessed if the customer caused the delay. Travel time not included if separate service call is required. INTERNATIONAL DESTINATIONS: It is the responsibility of the owner's representative (contractor) to offload the station, identify any freight damage, inventory equipment and place the skid in position on the concrete slab. Vertical Turbines may be set in place on the skid for final assembly by an authorized service agent at time of technical startup. Any delays when on site due to events out of our control may incur additional charges. Charges include technician's time ($950/day), travel fees, airline penalties, hotel, and meals.
   FREIGHT DAMAGE must be written on shipping documents with copies going to the carrier and Watertronics. Watertronics will require pictures of damage caused by the carrier.
   MISSING EQUIPMENT from the Bill of Materials (BOM) must be identified within 2 weeks of delivery.
6. Customer will be responsible for electrical permit if required.
7. Customer will be responsible for primary electrical hookup to pump station.
8. Customer will be responsible for making all piping connections.
9. Customer will be responsible for building modifications (roof removal & installation) if required.
10. Customer will be responsible for wet well, slab, and concrete work.
11. Customer will be responsible for piping wye strainer / filter flush line back to supply lake.

START-UP

1. Customer is responsible to guarantee the following before station calibration can be performed: a.) Permanent utility power is available and installed on pump station disconnect, b.) adequate water supply to operate station to full capacity, c.) installed irrigation system to operate station to full capacity. DOMESTIC (USA): Start-up charges include one day on site. If more than one day is required, additional charges of $950.00 per day will be assessed if the customer caused the delay. INTERNATIONAL DESTINATIONS: Final assembly and startup will be completed under the terms listed above. If the site is ready for startup i.e. power in place, site and infrastructure ready to run water the time allotted is adequate. Any delays due to events out of our control may incur additional charges. Charges include technician's time ($950/day), travel fees, airline penalties, hotel, and meals.
2. Purchaser will notify Watertronics two weeks in advance of the desired start-up date.

POWER SUPPLY

1. **The pump station proposed herein is designed for 480/277 volt, WYE configured 3 phase power. The acceptable range of voltage is 455 volts (min) – 495 volts (max). Unless specifically stated under Optional Equipment, open delta, phase converter, or other forms of unbalanced three phase power are not acceptable.**
2. If the supply voltage is not within this acceptable range, the purchaser is responsible for making the necessary corrections. This may include re-tapping or replacing the primary transformer. If the supply voltage is outside the stated range, electrical components such as VFD's, fuses, breakers, overloads, motors, power supplies may intermittently trip or prematurely fail and will not be considered for warranty coverage.
3. The use of generator power is not recommended. If a generator is required as a temporary power supply, the pump station will be covered under Watertronics' limited warranty provided that their "Engine Driven Generator Power Warranty Policy and Operation Guidelines" document is strictly adhered to.
4. Proper electrical grounding of the pump station is a requirement. Station will not operate properly and could pose a health hazard if not properly grounded. Failures of any magnitude due to improper grounding will not be covered under warranty.

WARRANTY

1 Watertronics warrants its pump station products to be free of defects in materials and workmanship for a period of two (2) years from the date of startup, but not later than twenty seven (27) months from the date of invoice, unless modified by customer with the selection of the extended warranty option. Stations deemed delivery complete and invoiced accordingly, at Watertronics' factory and stored there, shall have the warranty period commence as of the invoice date. Should the system require storage before startup after leaving the Watertronics' facility, the system must be stored in a secured, climate controlled environment that will not allow for degradation of the system due to moisture, extreme temperature variations, or human negligence.

2 This warranty is limited to replacing or repairing any defective component supplied by Watertronics at Watertronics' sole discretion and does not apply to equipment that has been damaged, misapplied or has been modified in any way.

3 Any work performed on the pump station must be provided by a Watertronics recognized PSN (Pump Service Network) service provider and documentation of all work performed within the warranty period must be on file at the factory. Any maintenance or repairs done without the pre-authorization of Watertronics, or its recognized service providers shall void this warranty.

4 This warranty does not cover damages under the following conditions, unless otherwise specified in writing: (1) Misapplied or inappropriate incoming power, improper grounding, vandalism, or any incidental damage, consequential damage, or act of God, (2) repairs or replacements made without the pre-authorization of Watertronics, or its recognized service providers,(3) exposure to destructive gaseous or chemical solutions, (4) exposure to water pH levels of less than 6.0 which is typically the result of SO_2 burner or sulfuric acid injection, (5) water salinity levels greater than 2000 parts per million, (6) water from a reverse osmosis process plant, (7) unusually high dirt load or abrasives in the water, or (8) pumping water not suitable for turf irrigation.

5 Watertronics will not accept liability for any costs associated with the removal or replacement of equipment in difficult to access locations. This includes, but is not limited to, the use of cranes larger than 15 tons, scuba divers, barges, helicopters, or other unusual means. These extraordinary costs shall be borne by the owner, regardless of the reason necessitating removal of the product from service.

6 THIS WARRANTY IS ABSOLUTELY IN LIEU OF ANY OTHER EXPRESS OR IMPLIED WARRANTIES. THIS INCLUDES ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND OF ANY OTHER OBLIGATION ON THE PART OF WATERTRONICS. NO AGENT, EMPLOYEE OR REPRESENTATIVE OF WATERTRONICS HAS ANY AUTHORITY TO BIND WATERTRONICS TO AN AFFIRMATION, REPRESENTATION OR WARRANTY CONCERNING THE PRODUCT SOLD UNDER THIS WARRANTY. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF.

PAYMENT TERMS (U.S. DOLLARS ONLY)

1 All purchase orders are subject to acceptance at factory in Hartland, Wisconsin. Receipt of Production deposit, verification of acceptable credit and confirmation of order are required before production. On domestic orders of $100,000 or less, a 25% production deposit is required to initiate the order with the balance due net 30 days from date of final invoice. Orders over $100,000 require a 50% production deposit.

2 Late fee of 1.5% per month will be added to any balance due after thirty (30) days from the date of invoice. All payments and/or credits are applied to the outstanding balance before computing a finance charge.

3 In the event the customer cannot take delivery on the requested date, delivery shall be deemed completed, and the warranty period shall commence, at Watertronics' factory with storage for future shipment. For the purpose of payment, eighty (80) percent of the contract price will be due, payable net 30 days from invoice. The customer will be responsible for storage and handling charges at the factory. A minimum charge of $200 per week will apply, with total storage charges added to the final invoice.

4 WARNING regarding wiring of funds: Due to the growing occurrence of identity theft and phishing scams, please do not wire funds to Watertronics without first receiving a verbal confirmation of our receiving bank's wiring instructions. Upon receiving wiring instructions from Watertronics, please contact John Bizub with Watertronics at +1-262-367-5000 x1203 prior to initiating any wire transfer to confirm the instructions match. Once the wire transfer is complete, please contact John Bizub again to obtain verbal confirmation of the transfer as well. Watertronics is not responsible for any funds that are unintentionally wired to the wrong recipient, regardless of cause.

OTHER INFORMATION

1. Prices valid for forty-five (45) days from the date of this proposal.
2. State and local sales taxes are not included in these prices.
3. Seller retains a security interest in the above mentioned equipment as provided by the UNIFORM COMMERCIAL CODE, until payment is received in full.
4. All claims for incorrect deliveries must be submitted in writing to Watertronics Customer Service within 15 days after receipt of goods.
5. All claims for price discrepancy must be submitted in writing to Watertronics Customer Service within 60 days after receipt of goods.
6. A completed pump station may not be returned to Watertronics for credit.

CHANGE ORDERS

1 1. Change Orders initiated by parties outside of Watertronics, after an order has been entered, may require additional charges to the purchaser regardless of the reason or initiating party. A minimum administrative fee of $ 150.00 will be charged. a. Lost engineering and order administration time will be charged to the purchaser at $150.00 per hour. b. Purchase orders to vendors perfected by Watertronics made invalid by the Change Order will incur charges against the purchaser equal to any penalties levied against Watertronics. To include, re-stocking charges, lost freight charges or return goods freight charges and any vendor administrative costs. c. Watertronics lost manufacturing time will be charged to the purchaser at $100.00 per hour. Additional labor to satisfy the Change Order will be estimated at $100.00 per hour and added to the total Change Order amount. d. Materials made unusable or scrapped because of the Change Order will be changed to the purchaser at actual sale value as originally assigned to the job. Replacement materials or goods will be valued as required by the Change Order and be shown in its total.

ACCEPTANCE

1. Purchaser hereby agrees that in the event of default in the payment of any amount due, that if this account is placed in the hands of an attorney, or agency for collection or legal action, to pay any and all related attorney fees, costs of collection including agency, private process servers fees, court costs, etc., incurred and any other costs of collection permitted by the laws governing these transactions.
2. Equipment cancelled before completion will incur restocking charges that will be calculated at time of cancellation. Restocking fees may be the full cost of the pump station depending on the nature of the pump station that is cancelled
3. Terms are subject to final credit approval.
4. Equipment shipped separately from the station, at Purchaser’s request, may incur additional freight charges, payable by Purchaser.
5. Delayed deliveries by the customer once equipment is ready to ship, will incur minimum storage charges of $200 per week, added to the final invoice.

EQUIPMENT PER QUOTATION: FosterGolfLinks_260604Q7

Accepted BY

Company Name :_____________________________BY :________________________________

Print Name:____________________________Title:__________________________________

Signature Date:_______________________Requested Delivery Date :_________________________

Is this sale taxable? (circle one) Yes No (If the order is non-taxable, a tax certificate for the "ship to state must be submitted with this order"

Please Return One Signed Copy of This Quotation On Acceptance. Merchandise delivered or shipped is due and payable to: Watertronics LLC, 525 Industrial Drive, P.O. Box 530, Hartland, WI 53029-0530. Phone 262-367-5000.

BILL TO INFORMATION

Company Name:________________________Phone____________Email Address:__________________

Address_____________________City______________State______________ZipCode______________

Contact Name (Print):_____________________________Title:_______________________________________

SHIP TO INFORMATION

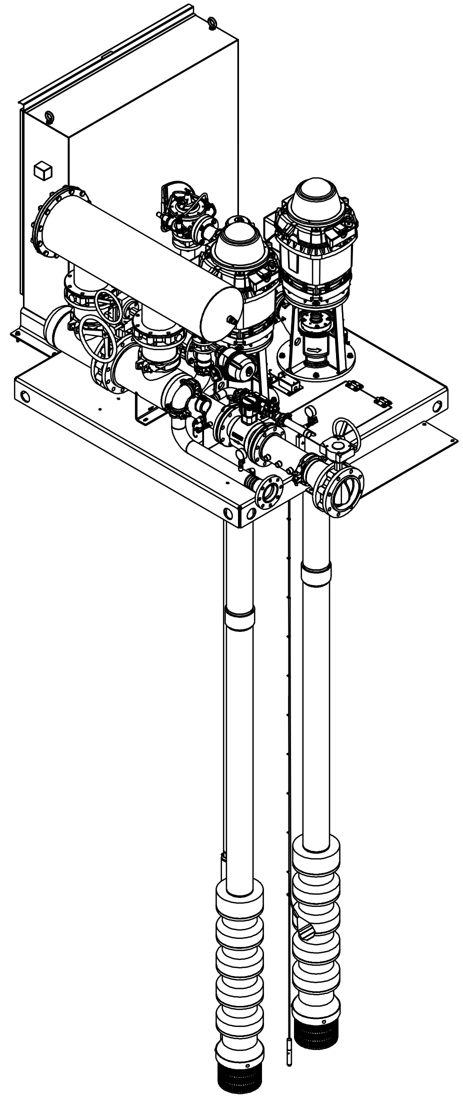
Company Name:________________________Phone____________Email Address:__________________

Address_____________________City______________State______________ZipCode______________

Contact Name (Print):_____________________________Title:_______________________________________

Thank you for the opportunity to quote on your pump station needs, If you have any questions or require further information, please call us at 262-367-5000.

DESIGN SPECIFICATIONS	
MODEL #: VTV-7C-40X2/5ST-480-3-1000-90	
STATION PERFORMANCE: 1000 GPM @ 90 PSI	
MAIN PUMP: 40 HP (QTY. 2)	
JOCKEY PUMP:	**SUSTAIN PUMP:** 5 HP
POWER REQUIREMENTS: 480V, 3 PH, 60HZ, 103 FLA	
EXHAUST FAN REQUIREMENTS: 1360 CFM	
LIFTING WEIGHT:	
PIPE COATING: **EXTERNAL -** Green	**INTERNAL -**
DISCONNECT SIZE: 200A	



STATION COMPONENTS	
ITEM #	DESCRIPTION
1	40HP MAIN PUMP AND MOTOR
2	5HP SUSTAIN PUMP
3	CHECK VALVE
4	PUMP DISCHARGE ISO VALVE W/ EBV
5	PRESSURE TRANSDUCER W/ GAUGE
6	6" FLOW SENSOR
7	3" PRESSURE RELIEF VALVE
8	8" STATION DISCHARGE ISO VALVE
9	CONTROL CABINET
10	NOREN HEAT EXCHANGER
11	VAF V1000-8" W/ 300 MIC SCREEN
12	3-3/4" TOL
13	DRAIN
14	PAINTED STEEL BASE
15	WET WELL HATCH
16	LEVEL SENSOR
17	SCS FLUSH LINE

ADDITIONAL ITEMS:
-MECHANICAL SEALS
-WATERVISION 2.0

ISOMETRIC VIEW

Revision Table					
1.	XXX	XX/XX/XXXX	XXX	XXX	XX/XX/XXXX
REV	DRAWN BY	DATE	DESCRIPTION	CHECKED BY	DATE

☐ **APPROVED AS SUBMITTED**
☐ **APPROVED AS NOTED**
☐ **REVISE AND RESUBMIT**

REVIEWD BY:________________
NAME:________________
DATE:________________

DIMENSIONS AND SIZES OF EXISTING STRUCTURES, AND/OR COMPONENTS MUST BE VERIFIED TO WATERTRONICS BEFORE STATION CONSTRUCTION BEGINS. UNLESS SPECIFIED BY THE CUSTOMER, PUMP HOUSE/CONCRETE SLAB DIMENSIONS ARE RECOMMENDED MINIMUMS FOR NEC AND SERVICE CLEARANCE, AND ARE FOR ILLUSTRATION PURPOSES ONLY. PROJECT MANAGER SHALL BE CONSULTED ON FINAL DESIGN. THE PUMP STATION PROPOSED HEREIN IS DESIGNED TO BE PLACED IN A PUMP HOUSE FOR PROTECTION FROM THE ENVIRONMENT. IF A PUMP HOUSE IS NOT USED, WATERTRONICS MUST BE NOTIFIED AT TIME OF QUOTATION SO SPECIAL PROVISIONS CAN BE MADE.

WATERTRONICS™

FOSTER GOLF LINKS
VTV-7C-40X2/5ST-480-3-1000-90

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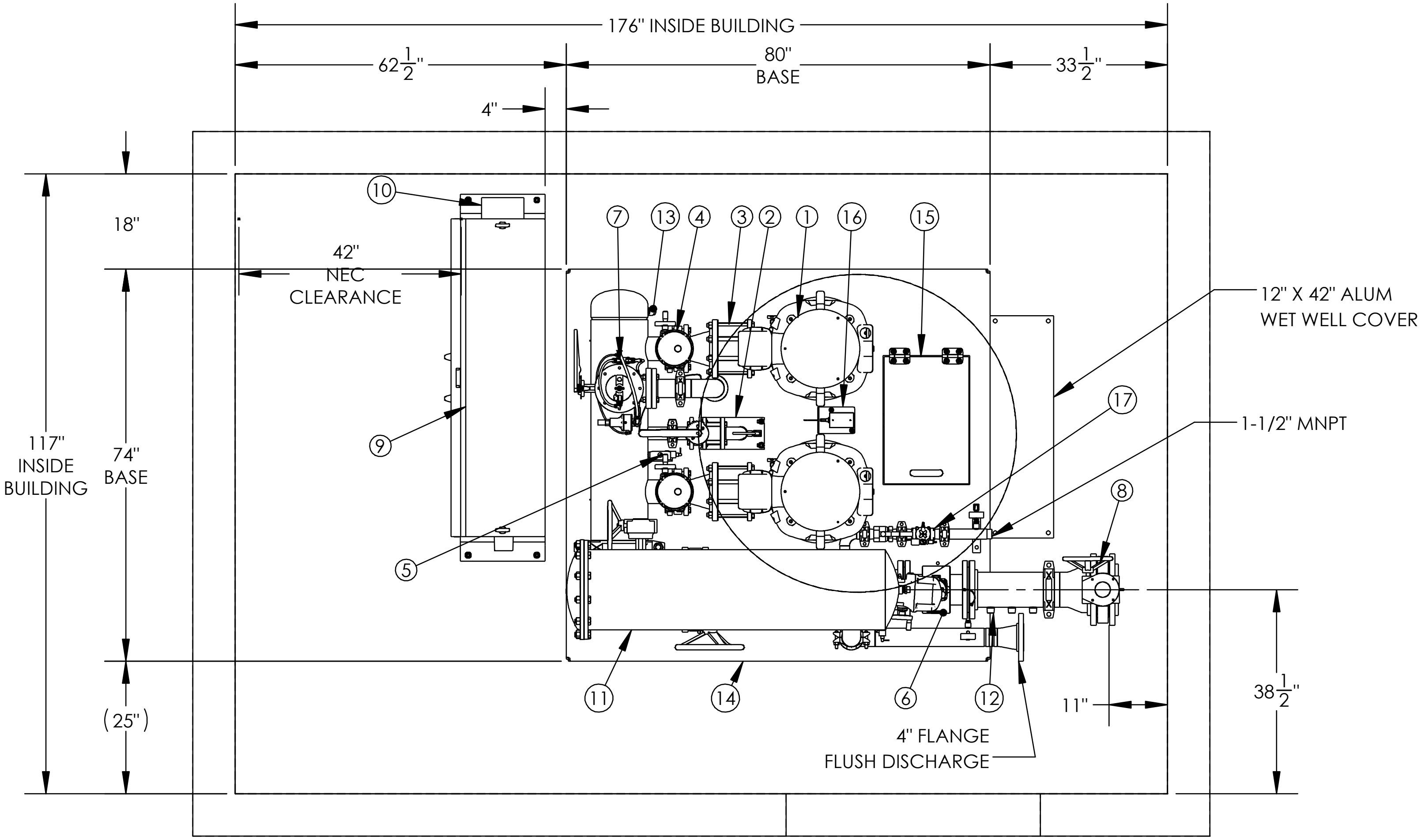

PLAN VIEW

WATERTRONICS

FOSTER GOLF LINKS

VTV-7C-40X2/5ST-480-3-1000-90

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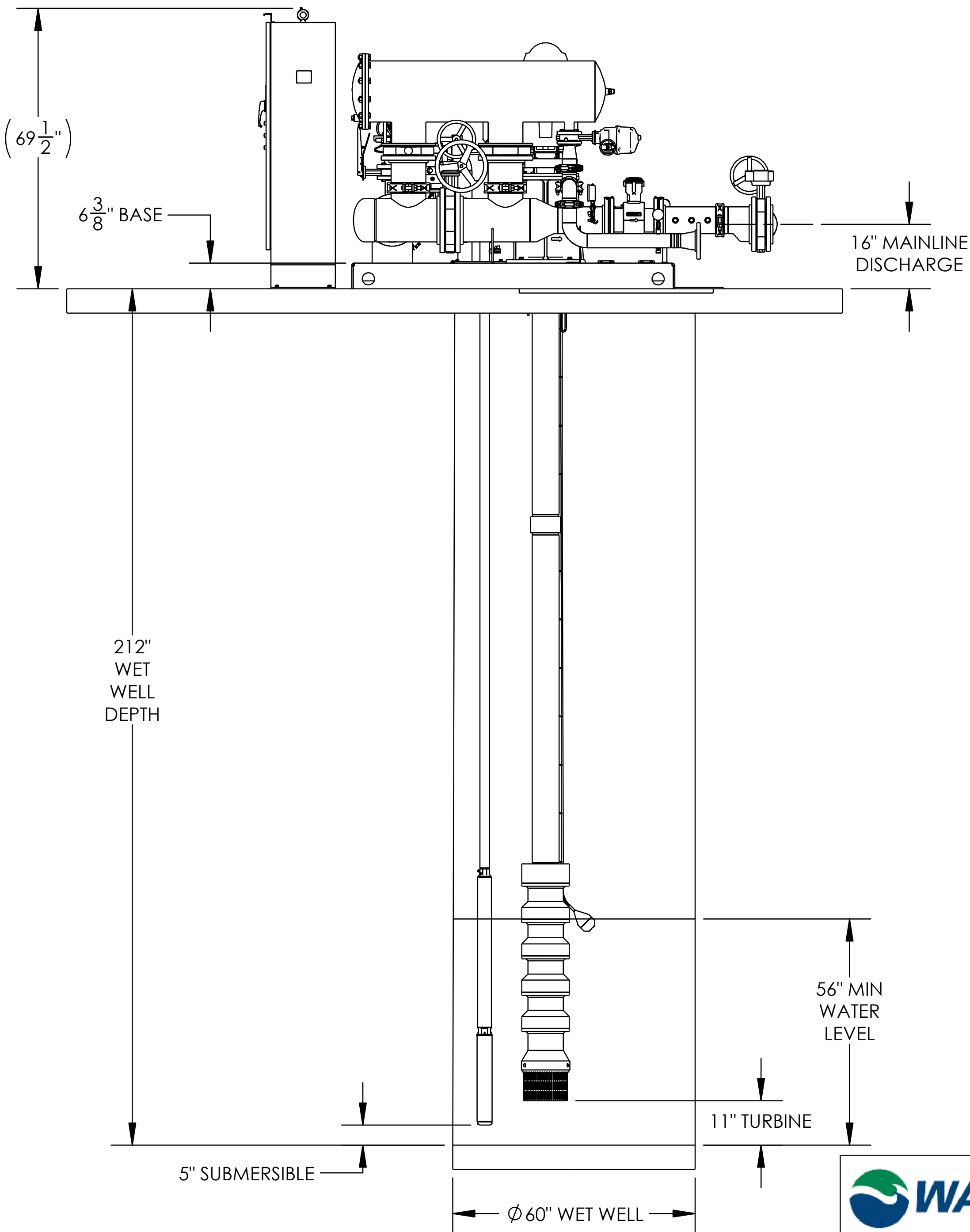

ELEVATION VIEW

WATERTRONICS

FOSTER GOLF LINKS

VTV-7C-40X2/5ST-480-3-1000-90

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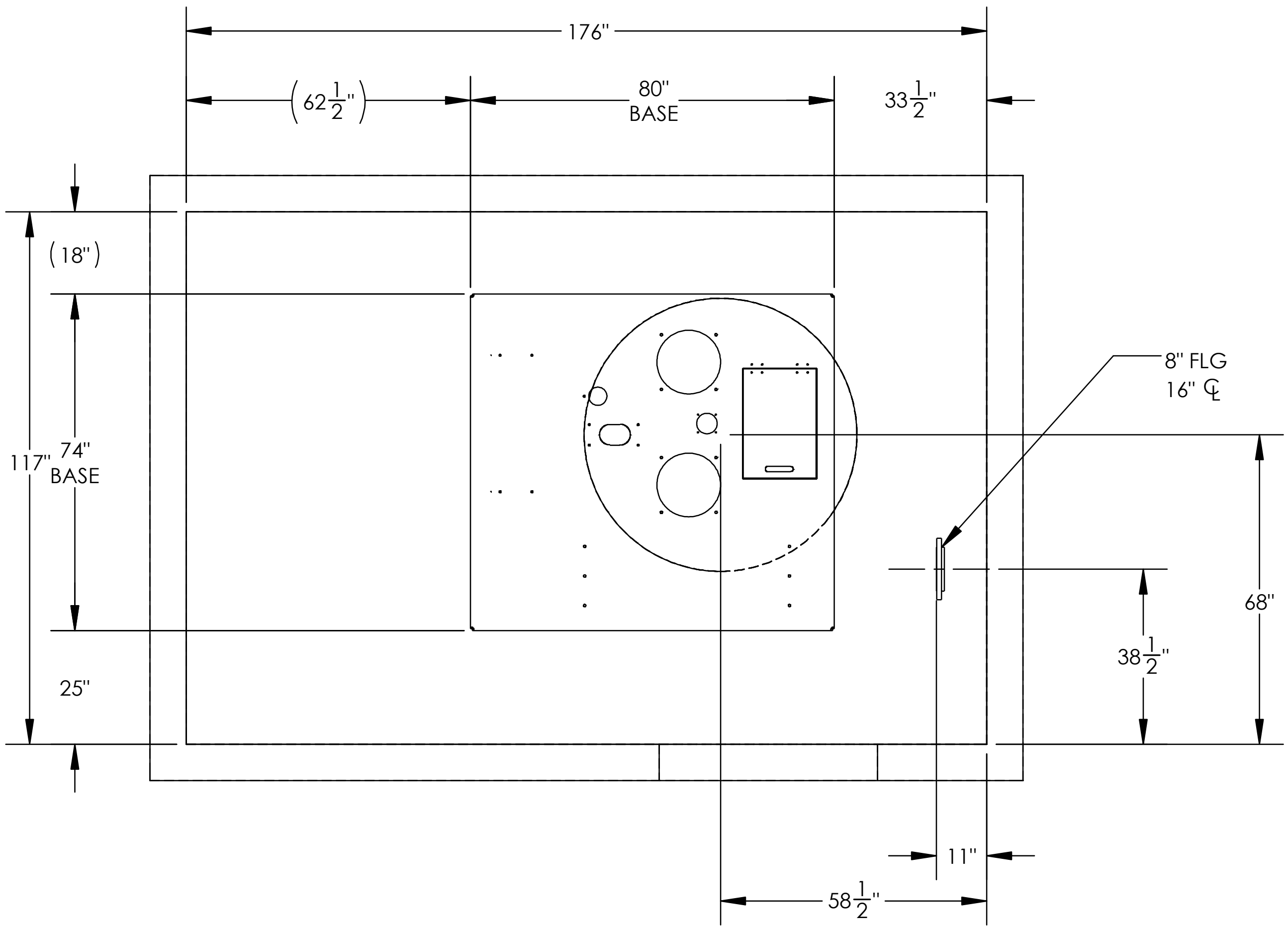

SLAB VIEW

WATERTRONICS

THIS DRAWING AND DESIGN, IS THE PROPERTY OF WATERTRONICS
AND IS NOT TO BE REPRODUCED IN WHOLE OR PART,
NOR EMPLOYED FOR ANY PURPOSE OTHER THAN SPECIFICALLY
PERMITTED IN WRITING BY WATERTRONICS.
THIS DRAWING LOANED AND SUBJECT TO RETURN ON DEMAND

FOSTER GOLF LINKS

VTV-7C-40X2/5ST-480-3-1000-90

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City of Tukwila

City Council Community Services & Safety Committee

Meeting Minutes
June 22, 2026 – *5:30 p.m. – Hybrid Meeting; Hazelnut Conference Room & MS Teams*

Councilmembers Present: Hannah Hedrick, Chair; Joe Torres Camacho, Armen Papyan
Staff Present: Marty Wine, Laurel Humphrey, Eric Lund, Pete Mayer, Mattie Powell, Kris Kelly, David Rosen, Jo Anderson, Jerynne Noble, Ryan Rosevear

Chair Hedrick called the meeting to order at 5:30 p.m.

1. **BUSINESS AGENDA**

   a. **Foster Golf Links Pump House Replacement**
   Staff is seeking approval of a contract with Watertronics LLC in the amount of $267,000 for a replacement pump station for Foster Golf Links.

   Committee Recommendation:
   Unanimous approval. Forward to July 20, 2026 Regular Consent Agenda.

   b. **Contracts: Riverton Playground Replacement & TCC Riverside Campus/Canoe Launch**
   Staff is seeking approval of a contract with GGLO in the amount of $162,561 for design of the Riverton Park Playground Replacement Project. Staff is also seeking approval of a contract with Berger Partnership in the amount of $210,120 for the TCC project.

   Committee Recommendation:
   Unanimous approval. Forward to July 20, 2026 Regular Consent Agenda.

   c. **Ordinance: Camping Regulations**
   Staff is seeking approval of an ordinance that would prohibit camping on public property without authorization in order to provide a consistent legal framework for responding to encampments.

   Item(s) for follow-up:
   - Provide information about existing services for those experiencing homelessness and addiction.
   - Invite mental health co-responder(s) to attend Committee of the Whole.

   Committee Recommendation:
   Divided Recommendation: Papyan in favor, Camacho opposed, Hedrick no recommendation. Forward to July 13, 2026 Committee of the Whole

2. **MISCELLANEOUS**
   Councilmember Camacho inquired about a previous request to visit the DHS facility on Tukwila International Boulevard. Acting Chief Lund made the request and DHS declined, stating only law enforcement is allowed access.

   Discussion only.

City of Tukwila

Thomas McLeod, Mayor
Marty Wine, City Administrator

ITEM NO.
5.E.

AGENDA BILL

Agenda Item	King County TDM Agreement 2026	
Sponsor	Alison Turner, Sustainable Transportation Program Manager	
Legislative History	June 22, 2026	Transportation & Infrastructure Services Committee
	July 13, 2026	Committee of the Whole
	July 20, 2026	Regular Meeting Consent Agenda
Recommended Motion	☐ Discussion Only ☒ Action Requested **MOVE TO** accept of King County Metro grant funding in the amount of $300,000.00.	

EXECUTIVE SUMMARY

The Transportation Demand Management (TDM) Program is asking for approval to accept $300,000.00 of passthrough funding from King County Metro. The funding source is a federal Congestion Mitigation and Air Quality Improvement Program grant. Funding will be used to continue TDM activities in Tukwila and south King County through 2027.

DISCUSSION

The City of Tukwila TDM Program has received King County passthrough funding since 2016. Funding is used to provide TDM services on behalf of King County Metro to help people use sustainable transportation options and reduce drive-alone travel in Tukwila and South King County. The TDM Program promotes transit, carpool, Vanpool, walking and biking and focuses on people who are starting new jobs, people who have recently moved, students and others who may be ready to form a new transportation habit.

FINANCIAL IMPACT

Complete for all items with fiscal implications Disclaimer: Final terms and scope of work subject to review by the City Attorney		
☐ Expenditure - Budgeted ☐ Expenditure - Unbudgeted ☒ Expenditure - Grant-Funded	Expenditures: $300,000 Revenues (if applicable): $300,000	Fund Source: King County Metro passthrough Federal Highway Administration Congestion Mitigation and Air Quality Improvement Program
Contractor (if applicable)		
Scope of Work	Provide TDM services to residents, workers and employers in Tukwila and south King County. See Exhibit A.	
Amount	$300,000	
Duration	January 1, 2026 – December 31, 2027	

ATTACHMENTS

- Attachment A: 2026 Tukwila TDM Agreement

AGREEMENT FOR PROVISION OF SERVICES BY THE CITY OF TUKWILA TO THE KING COUNTY METRO TRANSIT DEPARTMENT

THIS AGREEMENT is made and entered into by and between King County, a home rule charter county and political subdivision of the State of Washington, acting by and through its Metro Transit Department ("the County" or "King County") and the City of Tukwila ("the City"), a code city with a council-mayor form of government. The County and the City are sometimes referred to in this Agreement individually as a "Party" and together as the "Parties."

RECITALS

A. Pursuant to Chapter 36.56 RCW, King County Ordinances 10530 (1992) and 11032 (1993), King County Charter §230.10.10, King County Code §2.16.038, K.C.C. §4.56.060.C, and K.C.C. Title 28, King County is the successor in interest to the former Metropolitan Municipality of Seattle, and the King County Metro Transit Department exercises the public transportation functions and authorities formerly exercised by the Municipality under Chapter 35.58 RCW.

B. Under K.C.C. 2.16.038.B, the Metro Transit Department's functions also include the administration of grants.

C. Under RCW 35A.11.010 and -.020, the City is authorized to contract and be contracted with, and to render local social, educational, governmental, or corporate services, including the operating and supplying of municipal services commonly or conveniently rendered by cities or towns; and the City's council has all powers possible for a city or town to have under the Constitution of this state, and not specifically denied to code cities by law, in regard to the regulation and use of public ways.

D. The County was awarded a Federal Highway Administration (FHWA) sub-grant by the Washington State Department of Transportation (FHWA Project Agreement No. CM 2017(156); WSDOT Local Agency Agreement No. LA10736), through the Congestion Mitigation and Air Quality Improvement program (CMAQ) to help improve air quality in urban areas by financing investments in various Transportation Demand Management (TDM) activities and transit access improvements that improve traffic flow and support and encourage alternatives to driving alone.

E. The County wishes to contract with the City for certain services to meet the objective of this grant project.

F. The City is willing to contract with the County to perform certain services to meet the objective of this grant project.

G. The Parties can achieve cost savings and benefits in the public's interest by having the City complete those services for the County at the County's expense.

H. This Agreement establishes the County's role and responsibilities as the recipient of such services and the City's role and responsibilities as the provider of such services.

NOW, THEREFORE, the Parties agree as follows:

TERMS AND CONDITIONS:

1. Services

1.1. The City will, upon the County's request, provide Transportation Demand Management (TDM) services on behalf of the County. The City's Scope of Work (the "Work") is contained in Exhibit A of this Agreement. The County may request the City to provide additional TDM services. The scope of TDM services contained in Exhibit A to this Agreement may be amended at any time by mutual, written agreement between the Parties.

1.2. In furtherance of this Agreement, the City will perform the services described in the City's Scope of Work as may be amended from time to time, and no other services without separate prior written authorization from the County.

1.3. The City shall act as a contractor of services only and will not purport to represent or act on behalf of the County in any capacity other than in providing the services requested.

1.4. The City shall be the lead agency for the completion of work items requested by the County. The City shall provide services in the type, nature, and magnitude requested by the County.

2. County and City Coordination

2.1. The City and County shall notify each other in writing of their respective operations liaison(s) responsible for administering day-to-day operational activities related to the provision of services under this Agreement.

2.2. The County and City liaisons shall meet as needed to review performance or to resolve problems or disputes. Any problems or disputes which cannot be resolved by the City and County liaisons shall be referred to the City's Community Development Director (or equivalent position) and the Metro Transit Department's Mobility Division Deputy Director.

3. Personnel and Equipment

3.1. The City is acting hereunder as an independent contractor so that control of personnel standards of performance, discipline, and all other aspects of work shall be governed entirely by the City.

3.2. The City shall furnish all personnel, resources, and materials deemed by the City to be necessary to provide the services herein described and subsequently requested and authorized by the County.

4. Compensation

4.1. Costs. The County will reimburse the City for the cost of the services outlined in the City's Scope of Work in Exhibit A, including labor, equipment, supplies, materials and overhead costs. The total cost of services for which the County will reimburse the City under this Agreement shall not exceed $300,000.

4.2. Billing.

A. The City shall invoice the County quarterly for the costs of services provided. The City shall provide a quarterly activity report in the template provided by the County. The quarterly invoice will reflect the costs set forth in Section 4.1 above. The County will review the City's quarterly invoice and report, and promptly request any additional or clarifying information reasonably needed to support payment. The County will pay the City within 30 days of the County's receipt of: (1) the City's fully documented quarterly invoice and activity report; or (2) any additional or clarifying information, whichever of (1) or (2) occurs last.

B. The City will direct its invoice, quarterly report, and any additional or clarifying information requested by the County, to:

Trevor Goodloe, Project/Program Manager II
201 S Jackson Street
Seattle, WA 98104
tgoodloe@kingcounty.gov
(206) 263-8389

or to such other point of contact as the County may specify from time to time in writing.

4.3. Extraordinary Costs. Whenever the County desires to modify an already fully executed Request and Approval for Services, it shall notify the City in writing of that desire, and the City shall, before providing the modified service, advise the County in writing as to whether the modification would result in any increased costs. If, after receiving such notification, the County authorizes the modification of service in writing, then it shall be responsible for actual costs for the authorized modified services performed by the City. If the County decides not to authorize the modification of service, it shall notify the City in writing and advise the City whether service shall continue as originally requested or if the County chooses to cancel the original authorized Request. If the County cancels the original Request, the County shall be responsible for all cost incurred by the City prior to and in connection with the cancellation. In no case may the City's extraordinary costs or modified service costs cause the City's total costs to exceed the total cost of service amount set forth in Section 4.1 of this Agreement, without specific prior written authorization from the County.

5. <u>County Responsibilities</u>

5.3. Consistent with Section 4 of this Agreement, the County will pay the City to perform the services described in Exhibit A for the purpose of carrying out this Agreement.

5.4. The County is responsible for obtaining any permits or other authorizations that may be necessary for the City to carry out the work under this Agreement.

5.5. Nothing in this Section shall alter the status of the City as an independent contractor of the County and the City's actions shall not be deemed to be those of the County when providing the service described in Exhibit A.

6. <u>City Responsibilities</u>

6.1. The City shall furnish and supply all necessary labor, supervision, machinery, equipment, materials, and supplies to perform the services requested by the County as specified in Exhibit A.

6.2. The City shall make every effort to meet pertinent County deadlines for completion of services, and except for emergencies, shall notify the County in advance of any hardship or other inability to perform the services requested, including postponement of work due to circumstances requiring the City to prioritize its resources toward emergency-related work outside of the County limits

7. <u>Duration; Termination</u>

7.1. This Agreement is effective upon signature by both Parties and shall remain in effect for a two-year period that began January 1, 2026 and that will end at 11:59 PM on December 31, 2027 unless terminated earlier consistent with this Section 7.

7.2. Thereafter, this Agreement may be renewed for one (1) additional two-(2) year period upon written mutual agreement, but only if the funding agreement between Metro and FHWA is also extended beyond December 31, 2027.

7.3. Either Party may terminate this Agreement for convenience upon 90 days written notice. The County shall be responsible for all costs incurred by the City for services requested by the County prior to termination of the Agreement or in connection with the termination of the Agreement.

7.4. Without limiting the foregoing provisions of this Section 7, and consistent with K.C.C. 4A.100.070.D.2.a, the County may unilaterally terminate this Agreement for lack of appropriation, and the County's costs associated with such a termination, if any, shall not exceed the County appropriation for the work contemplated in this Agreement for the fiscal period in which termination occurs.

8. Force Majeure

The City's performance under this Agreement shall be excused during any period of force majeure. Force majeure is defined as any condition that is beyond the reasonable control of the City, including but not limited to, natural disaster, severe weather conditions, contract disputes, labor disputes, epidemic, pandemic, delays in acquiring right-of-way or other necessary property or interests in property, permitting delays, or any other delay resulting from a cause beyond the reasonable control of the City.

9. Dispute Resolution

9.1. In the event of a dispute between the Parties regarding this Agreement, the Parties shall attempt to resolve the matter informally.

9.2. If the Parties are unable to resolve the matter informally, the matter shall be decided by the Deputy Director of the Mobility Division in the Metro Transit Department and the Community Development Director of the City. If the Parties are unable to reach a mutual agreement, either Party may refer the matter to non-binding mediation. Each Party will be responsible for its own costs for mediation and shall share the costs of the mediator equally.

9.3. Unless otherwise expressly agreed to by the Parties in writing, both the City and the County shall continue to perform all their respective obligations under this Agreement during the resolution of the dispute.

10. Indemnification

10.1. To the extent permitted by law, each Party to this Agreement shall protect, defend, indemnify, and save harmless the other Party, and its officers, officials, employees, and agents, while acting within the scope of their employment, from any and all costs, claims, demands, judgments, damages, or liability of any kind including injuries to persons or damages to property, which arise out of, or in any way result from, or are connected to services associated with this Agreement caused by or resulting from or are due to any negligent acts or omissions of the indemnifying Party.

10.2. Each Party agrees that it is fully responsible for the acts and omissions of its own subcontractors, their employees and agents, acting within the scope of their employment as such, as it is for the acts and omissions of its own employees and agents. No Party shall be required to indemnify, defend, or save harmless the other Party if the claim, suit, or action for injuries, death, or damages is caused by the sole negligence of the Party seeking indemnification. Where such claims, suits, or actions result from concurrent negligence of the Parties, the indemnity provisions provided herein shall be valid and enforceable only to the extent of the Party's own negligence.

10.3. Each Party agrees that its obligations under this indemnification section extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, each Party, by mutual negotiation, hereby waives, with respect to the other Party only, any immunity that would otherwise be available against such claims under the industrial insurance provisions of Title 51 RCW.

10.4. In the event of any claims, demands, actions and lawsuits, the indemnifying Party upon prompt notice from the other Party shall assume all costs of defense thereof, including legal fees incurred by the other Party, and of all resulting judgments that may be obtained against the other Party. In the event that either Party incurs attorney fees, costs or other legal expenses to enforce the provisions of this section, all such fees, costs and expenses shall be recoverable by the prevailing Party.

11. <u>Insurance</u>

11.1. <u>Evidence and Cancellation of Insurance</u>.

A. Upon request by the County, and within five (5) days of request, the City shall furnish the County evidence of insurance and endorsements certifying the issuance of all insurance required by this Agreement. All evidence of insurance shall be signed by a properly authorized officer, agent, general agent or qualified representative of the insurer(s) and shall certify the name of the insured(s), the type and amount of insurance, the location and operations to which the insurance applies, the inception and expiration dates, and shall state that the County shall receive notice at least thirty (30) Days prior to the effective date of any cancellation, lapse, or material change in the policy(s). Similar documentation confirming renewal of required insurance shall be provided on each insurance renewal date.

B. The County reserves the right to require complete, certified copies of all required insurance policies, including all endorsements and riders, which may be redacted of any confidential or proprietary information. The City shall deliver such policies to the County within five (5) business days of the County's request.

C. Failure to provide such insurance in a timeframe acceptable to the County shall enable the County to suspend or terminate the City's Work hereunder in accordance with Agreement Section 7 (Duration; Termination). Suspension or termination of this Agreement shall not relieve the City from its insurance obligations hereunder.

D. The County's receipt or acceptance of the City's evidence of insurance at any time without comment or objection, or County's failure to request certified copies of such insurance, does not waive, alter, modify, or invalidate any of the insurance requirements set forth in this Agreement or, consequently, constitute County's acceptance of the adequacy of the City's insurance or preclude or prevent any action by the County against the City for breach of the requirements of this Section 11.

11.2. Insurance Requirements.

A. The City shall maintain, at its sole cost and expense, the minimum insurance set forth below. By requiring such minimum insurance, the County shall not be deemed or construed to have assessed the risks that may be applicable to the City under this Agreement or in any way limit the County's potential recovery to insurance limits required hereunder. To the contrary, this Agreement's insurance requirements may not in any way be construed as limiting any potential liability to the County or the County's potential recovery from the City. The City shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage.

B. Nothing contained within these insurance requirements shall be deemed to limit the scope, application and/or limits of the coverage afforded, which coverage shall apply to each insured to the full extent provided by the terms and conditions of the policy(s). Nothing contained with this provision shall affect and/or alter the application of any other provision contained with this Agreement.

C. Each insurance policy shall be written on an "occurrence" form.

D. Minimum Limits and Scope of Insurance.

The City shall maintain the following types of coverage and minimum insurance limits:

1. General Liability: $1,000,000 per occurrence and $2,000,000 in the aggregate for bodily injury, personal and advertising injury, and property damage. Coverage shall be at least as broad as Insurance Services Office form number CG 00 01, or its substantive equivalent. Such insurance shall include coverage for, but not limited to premises liability, ongoing operations, and contractual liability. Advertising and media liability coverage shall also be included. Limits may be satisfied by a single primary policy or by a combination of separate primary and umbrella or excess liability policies, provided that coverage under the latter shall be at least as broad as that afforded under the primary policy and satisfy all other requirements applicable to liability insurance including but not limited to additional insured status for the County.

2. Automobile Liability: $1,000,000 combined single limit per accident for bodily injury and property damage. Coverage shall be at least as broad as Insurance Services office form number CA 00 01, covering symbol 1 “any auto”; or the combination of symbols 2, 8, and 9. Limit may be satisfied with the use of an umbrella or excess liability policy, which is at least as broad as the underlying policy.

3. Workers’ Compensation: Workers’ Compensation coverage, as required by the Industrial Insurance Act of the State of Washington, as well as any similar coverage required for this Work by applicable federal or “Other States” State Law.

4. Employers Liability or “Stop Gap”: $1,000,000 each occurrence and shall be at least as broad as the protection provided by the Workers Compensation policy Part 2 (Employers Liability) or, in states with monopolistic state funds, the protection provided by the “Stop Gap” endorsement to the commercial general liability policy.

E. Deductibles and Self-Insured Retentions. Any deductible and/or self-insured retention of the policies shall not in any way limit the County’s right to coverage under the required insurance, or to the City’s liability to the County and shall in all instances be the sole responsibility of the City, even if no claim has actually been made or asserted against the City.

11.3. Other Insurance Provisions.

All liability insurance policies required in this Agreement (except workers' compensation) shall contain, or be endorsed to contain the following provisions:

A. King County, its officials, employees, and agents shall be covered as additional insured for full coverage and policy limits as respects liability arising out of activities performed by or on behalf of the City, its agents, representatives, employees, contractors, or subcontractor(s) in connection with this Agreement. All required additional insured endorsements shall be provided with the certificate(s) of insurance.

B. Coverage shall be primary insurance as respects the County, its officials, employees and agents. Any insurance and/or self-insurance maintained by the County, its officials, employees or agents shall not contribute with any Agency's insurance or benefit the City or their insurer in any way.

C. Insurance shall apply separately to each insured and additional insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.

11.4. Acceptability of Insurers.

A. Unless otherwise approved by the County, insurance is to be placed with insurers with an A.M. Best rating of no less than A:VIII, or, if not rated with A.M. Best, with minimum surpluses the equivalent of A.M. Best surplus size VIII.

B. If at any time one of the foregoing policies fail to meet the above stated requirements, the City shall promptly obtain a new policy, and shall submit the same to the County, with the appropriate certificates and endorsements.

11.5. Self-Insurance. The City may maintain a fully funded self-insurance program or participate in an insurance pool that provides coverage equivalent to or greater than the insurance required in this Section 11, for the protection and handling of its liabilities including, but not limited to, injuries to persons and damage to property. Upon request, and within five (5) days of request, the City shall provide the County evidence of its status as a self-insured entity and, if requested, a written description of its financial condition and/or the self-insured funding mechanism. The City shall provide the County with at least thirty (30) days' written notice prior to any material changes to City's self-insured funding mechanism. If during the term of this Agreement the City's self-insurance program or insurance pool fails to provide coverage equal to that required herein, the City shall procure commercial insurance coverage to meet the requirements of this Agreement.

12. Audits and Inspections

The records and documents pertaining to all matters covered by this Agreement shall be retained and be subject to inspection, review, or audit by the County or the City during the term of this Agreement and for three (3) years after termination.

13. Entire Agreement and Amendments; Survival

13.1. This Agreement contains the entire written agreement of the Parties and supersedes any and all prior oral or written representations or understandings regarding the subject matter of this Agreement.

13.2. The indemnity and insurance provisions in Sections 10 and 11 of this Agreement shall survive the expiration or earlier termination of this Agreement.

14. Invalid Provisions

If any provision of this Agreement shall be held invalid, the remainder of the Agreement shall not be affected if such remainder would then continue to serve the purposes and objectives of the Parties.

15. Construction; Interpretation

15.1. The headings in this Agreement are for convenience only and do not in any way limit or amplify the provisions of this Agreement.

15.2. The Parties hereby acknowledge and agree that:

A. Each Party hereto is of equal bargaining strength;

B. Each Party has actively participated in the drafting, preparation and negotiation of this Agreement;

C. Each Party has consulted with its legal counsel and such other professional advisors as such Party has deemed appropriate, or had the opportunity to do so in relation to any and all matters contemplated under this Agreement;

D. Each Party and its counsel and advisors have reviewed this Agreement, or had the opportunity to do so;

E. Each Party has agreed to enter into this Agreement following such review and the rendering of such advice; and

F. Any rule of construction to the effect that ambiguities are to be resolved against the drafting parties shall not apply in the interpretation of this Agreement, or any portion hereof, or any amendments hereto.

16. Assignment; Legal Relations; Governing Law, Jurisdiction and Venue

16.1. The City may not assign this Agreement without the County's prior written consent, which consent may be withheld by the County in its sole and absolute discretion.

16.2. The Parties enter into this Agreement strictly as contractor and subcontractor. This Agreement does not contemplate or create any partnership or other joint endeavor between the Parties. This Agreement creates no right, privilege, claim, duty, obligation, or cause of action in any person or entity not a party to this Agreement. This Agreement forms no basis for any liability on the part of either Party to this Agreement, or their respective officials, officers, employees, agents or representatives, to any other person or entity.

16.3. Nothing contained in this Agreement shall be considered or interpreted to diminish the governmental or police powers of the City or the County.

16.4. This Agreement shall be governed by the laws of the State of Washington, without reference to its conflicts of law rules or choice of law provisions. In the event that either Party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this Agreement, the Parties agree that any such action or proceedings shall be brought in a court of competent jurisdiction situated in Seattle, King County, Washington.

17. Waiver of Breach; Remedies

17.1. Waiver of any breach of any provision of this Agreement shall not be deemed to be a waiver of any prior or subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

17.2. All remedies under this Agreement are cumulative and shall be deemed additional to any and all other remedies to which either Party may be entitled in law or in equity. In the event of any violation or breach or threatened violation or breach of any provision of this Agreement, the non-breaching or non-defaulting Party shall, in addition to all other remedies under this Agreement or at law or at equity, shall have the right to specifically enforce the terms of this Agreement.

17.3. Notwithstanding anything in this Agreement to the contrary, any Party seeking damages for a breach of this Agreement shall have the right to recover only actual damages which arise from or are incurred by reason of such default or negligent acts or omissions of the other Party, and each Party hereto waives, to the maximum extent permitted by law, any right it may have to claim or recover any special, indirect, incidental, consequential or punitive damages of any kind or nature, even if it has been advised of the possibility of such damages.

18. Federal Compliance and Reimbursement Eligibility

18.1. The City acknowledges that the Federal Highway Administration (FHWA) funds awarded to the County by WSDOT are subject to all applicable federal laws, regulations, guidelines, and requirements, including those established by the FHWA, Washington State Department of Transportation (WSDOT), and other relevant federal and state agencies, and including without limitation the requirements set forth or incorporated by reference in FHWA Project Agreement No. CM 2017(156) or WSDOT Local Agency Agreement No. LA10736.

18.2. The City understands, acknowledges, and agrees that for purposes of the above-referenced grants and FHWA and WSDOT agreements, the City is a “contractor” to the County and not a “subrecipient” of FHWA or WSDOT grant funds.

18.3. Consistent with the foregoing Sections 18.1 and 18.2, as a contractor to the County for purposes of FHWA Project Agreement No. CM 2017(156) or WSDOT Local Agency Agreement No. LA10736 the City agrees to:

A. Comply with all federal and state requirements applicable to the use of FHWA funds;

B. Maintain all documentation and records necessary to demonstrate compliance with federal requirements and eligibility for reimbursement;

C. Provide the County with all reports, certifications, and documentation required to maintain funding eligibility;

D. Submit to federal and state audits and inspections; and

E. Immediately notify the County of potential compliance issues or violations that may jeopardize reimbursement eligibility.

18.4. Notwithstanding any other provision of this Agreement, the City understands, acknowledges, and agrees that any costs determined to be ineligible for federal reimbursement due to the City's failure to comply with applicable federal requirements shall be the sole responsibility of the City.

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

KING COUNTY	CITY OF TUKWILA
____________________________	____________________________
Christina O'Claire	Thomas McLeod
Metro Mobility Division Director	Mayor
____________________________	____________________________
Date	Date
Approved as to Form	Approved as to Form
____________________________	____________________________
King County Deputy Prosecuting Attorney	City Attorney
____________________________	____________________________
Date	Date

EXHIBIT A

SCOPE OF WORK

Period of Performance January 1, 2026 – December 31, 2027

I. Overview

Funding will support the continued operation of the City of Tukwila's Transportation Demand Management (TDM) Program through December 31, 2027. The funding amount of $300,000 comprises a portion of the total program budget.

II. Background & Program Purpose

The Program provides TDM services to help people use sustainable transportation options that increase access to opportunity and reduce drive-alone travel and traffic congestion in Tukwila and South King County. The Program reaches people at employment centers, community hubs, multifamily housing complexes, and educational institutions and focuses on people who are starting new jobs, people who have recently moved, students and others who may be ready to form a new transportation habit.

III. Deliverables

1. Outreach to community members, workers, employers, property managers, and other targeted groups of corridor users to promote use of sustainable transportation options.
2. Develop marketing materials such as website, surveys, flyers, and newsletters.
3. Administration of South King County (SKC) Trips rewards program, including distribution of ORCA cards with one month of free transit.
4. Provide transportation trainings or consultations to interested organizations and employers.
5. Participate in required meetings with County TDM staff.
6. Submit quarterly progress reports and invoices that include labor hours and receipts for reimbursable expenses.

IV. Work Plan

1. Table at events such as resource fairs, and company wellness or benefits fairs. Organize events such as the annual SEA Transportation Fair for airport workers. Connect with organizations or partners such as Hopelink Community Transportation Navigators, Seattle Southside Chamber of Commerce, Highline College, Port Jobs, UTOPIA Washington, Somali Health Board or other organization in Somali speaking community, International Rescue Committee, Puget Sound Training Center, King County Promotores Network, and Riverton Park United Methodist Church.

Success metrics:

- List of outreach events
- Number of incentives distributed at outreach events
- List of organizations, employers, or property sites connected with

2. Keep skctrips.com website up to date. Update the SKC Trips sign-up and follow-up surveys as needed. Develop promotional materials such as flyers, newsletters, articles, and social media posts.

   Success metrics:

   - Number of e-newsletter subscribers, open rate
   - Number of website visitors

3. Track participation in SKC Trips, fulfill rewards, follow up with participants by email and phone, train and coordinate with partners to facilitate SKC Trips sign-ups and distribute ORCA cards, and troubleshoot issues.

   Success metrics:

   - Number of SKC Trips sign-ups and follow-up surveys completed
   - ORCA card activity such as % tapped and number of boardings per card
   - Analysis of survey data (annual) such as:
     - Percent of surveys taken in languages other than English, list of primary languages indicated by participants
     - Percent of participants who answer yes to "Did you use transit more often because you had a free SKC Trips ORCA card?"
     - Increase in using ORCA instead of cash for fare payment
     - Vehicle trips and vehicle miles traveled reduced, and mode split

4. Provide training or consultation to organizations and employers such as Tukwila Parks & Recreation and Puget Sound Training Center. Handoff transportation trainings at SEA Airport to new SEA Moves TMA staff (presentations at SIDA badging class and Airport University classes).

   Success metrics:

   - Number of transportation trainings and consultations

5. City TDM staff will attend required meetings or send an alternate when needed. City staff will provide program updates and address questions. City staff will follow up on meeting action items and requests made by email correspondence. Required meetings include the following:

   - Recurring monthly one-on-one meetings with assigned County staff.

- Quarterly meeting with other jurisdictions and Metro Partnerships team.

6. Prepare and submit quarterly progress reports and invoices.

V. Budget

Anticipated Budget for January 1, 2026 – December 31, 2027

Activity	Total Budget
Labor and benefits	$288,000
Online services (website, email marketing, mobile broadband)	$5,000
Marketing and printing	$4,000
Language services	$3,000
TOTAL PROGRAM BUDGET	**$300,000**

Incentives such as ORCA cards will be purchased with other funding sources.

City of Tukwila

Thomas McLeod, Mayor
Marty Wine, City Administrator

ITEM NO.
5.F.

AGENDA BILL

Agenda Item	FHWA CMAQ Grant Award – Tukwila and South King County TDM	
Sponsor	Alison Turner, Sustainable Transportation Program Manager	
Legislative History	June 22, 2026	Transportation & Infrastructure Services Committee
	July 13, 2026	Committee of the Whole
	July 20, 2026	Regular Meeting Consent Agenda
Recommended Motion	☐ Discussion Only	☒ Action Requested
	MOVE TO accept of CMAQ grant funding in the amount of $550,000.00.	

EXECUTIVE SUMMARY

The Transportation Demand Management (TDM) Program is asking for approval to accept a Federal Highway Administration Congestion Mitigation and Air Quality Improvement (CMAQ) Program award. The City has been awarded $550,000.00 by Puget Sound Regional Council (PSRC) for Tukwila and South King County TDM.

DISCUSSION

Approximately every two years, Federal Highways Administration (FHWA) funds are made available through PSRC's competitive grant selection process. The City was first awarded funding for TDM in 2020. In 2024, staff applied for the second time for TDM funding. The funding helps the TDM Program to provide regional TDM programming and services to help people access sustainable transportation options that reduce traffic congestion and improve air quality in Tukwila and South King County. Funds will be available to obligate in October and must be obligated by June 1, 2027. The TDM Program plans to start using the funding in January 2027.

FINANCIAL IMPACT

Complete for all items with fiscal implications Disclaimer: Final terms and scope of work subject to review by the City Attorney		
☐ Expenditure - Budgeted ☐ Expenditure - Unbudgeted ☒ Expenditure - Grant-Funded ☐ Revenue – One-Time (e.g. asset sale, surplus equipment)	Expenditures: $550,000 Revenues (if applicable): $550,000	Fund Source: Federal Highway Administration Congestion Mitigation and Air Quality Improvement Program
Contractor (if applicable)		
Scope of Work	Provide TDM services to residents, workers and employers in Tukwila and south King County.	
Amount	$550,000	
Duration	January 1, 2027 – December 31, 2030	

Additional Comments:

There will be no impact to the general fund. Local match (13.5% of the project budget) will be provided by WSDOT Regional Mobility Grant funding, plus any local in-kind funding should there be any.

ATTACHMENTS

- Attachment A: Tukwila 2024 Project Selection Award Letter

Puget Sound Regional Council

1201 Third Avenue, Suite 500, Seattle, WA 98101-3055 | psrc.org | 206-464-7090

December 18, 2024

The Honorable Thomas McLeod
City of Tukwila
6200 Southcenter Boulevard
Tukwila, WA 98188

Dear Mayor McLeod:

Congratulations! I'm pleased to let you know that the City of Tukwila is receiving $550,000 in PSRC funding for the following project(s):

PROJECT	AWARD AMOUNT	FUNDING SOURCE	FUNDING DEADLINE
Tukwila and South King County TDM	$550,000	*FHWA*	June 1, 2027

The PSRC Executive Board voted in October to award federal funds to priority projects that will improve local and regional mobility. The projects are part of a $9.6 billion Regional Transportation Improvement Program over the next four years including investments in transit, maintenance and preservation, bicycle and pedestrian facilities, safety, and state and local roadways. Final approval by the state and federal funding agencies is expected in early 2025.

Securing federal transportation funding for communities in the region is one of the most important responsibilities of the Puget Sound Regional Council. Through our merit-based project selection process, PSRC ensures that federal transportation funds are put to work on priority projects that meet local needs and help achieve the region's long-term goals for transportation, economic development and growth planning. This year the project selection criteria were adapted to incorporate recommendations from PSRC's Equity Advisory Committee ensuring equity is included in all transportation funding decisions. Kudos to you and your staff for securing this funding.

Sincerely,

Josh Brown

Josh Brown
Executive Director, Puget Sound Regional Council

City of Tukwila

Thomas McLeod, Mayor
Marty Wine, City Administrator

ITEM NO.
5.G.

AGENDA BILL

Agenda Item	Ordinance Granting a Non-Exclusive Franchise Agreement to Forged Fiber 37, LLC
Sponsor	Eric Compton, Telecommunications Analyst Technology & Innovation Services
Legislative History	June 22, 2026 Transportation & Infrastructure Services Committee July 13, 2026 Committee of the Whole July 20 , 2026 Regular Meeting
Recommended Motion	☐ Discussion Only ☒ Action Requested **MOVE TO** approve an ordinance granting a non-exclusive franchise agreement with Forged Fiber 37, LLC.

EXECUTIVE SUMMARY

Forged Fiber is a business-oriented internet service provider wanting to connect Tukwila businesses to high-speed fiber for internet. Council is being asked to approve the new ordinance for the franchise agreement that will allow Forged Fiber to operate their network in Tukwila and provide competition for internet service providers.

DISCUSSION

State law provides cities the authority to establish franchises to telecommunication providers who wish to occupy city owned rights-of-way. Tukwila Municipal Code 11.32.060 requires all telecommunication providers to obtain franchise agreements with the City prior to approval to construct, maintain and operate within the City limits.

Forged Fiber is a subsidiary of AT&T that provides wholesale internet services in eleven States and is looking to expand their network into Tukwila by assuming the infrastructure of Lumen's fiber network

Under the terms of the Franchise, Forged Fiber is required to pay the City a $5891 administrative fee.

Council is being asked to approve the Ordinance granting Forged Fiber a Franchise Agreement and consider this item at the July 13, 2026 Committee of the Whole and July 20, 2026 Regular Meeting.

ATTACHMENTS

Final Franchise Ordinance: Telecom Franchise Forged Fiber 37

City of Tukwila

Washington

Ordinance No.

AN ORDINANCE OF THE CITY OF TUKWILA, WASHINGTON, GRANTING TO FORGED FIBER 37, LLC, AND ITS AFFILIATES, SUCCESSORS AND ASSIGNS, THE RIGHT, PRIVILEGE, AUTHORITY AND NONEXCLUSIVE FRANCHISE FOR FIVE YEARS, TO CONSTRUCT, MAINTAIN, OPERATE, REPLACE AND REPAIR A TELECOMMUNICATIONS NETWORK, IN, ACROSS, OVER, ALONG, UNDER, THROUGH AND BELOW CERTAIN DESIGNATED PUBLIC RIGHTS-OF-WAY OF THE CITY OF TUKWILA, WASHINGTON; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, FORGED FIBER 37, LLC, a Delaware limited liability company ("Franchisee"), doing business in the State of Washington, has applied for a non-exclusive telecommunications franchise to construct, operate, and maintain telecommunications facilities upon, in, under, across, along, and over certain City roads; and

WHEREAS, the Parties desire to execute a new nonexclusive franchise (this "Franchise") for purposes of operating and maintaining a telecommunications network; and

WHEREAS, the City Council has the authority to grant franchises for the use of its streets and other public properties pursuant to RCW 35A.47.040; and

WHEREAS, the City is willing to grant the rights requested by Franchisee for a telecommunications franchise subject to certain terms and conditions, which are acceptable to both parties.

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

Section 1. Franchise Granted. The City of Tukwila, hereby grants a telecommunications franchise, attached and incorporated as Exhibit A, to FORGED FIBER 37, LLC. The term of this franchise shall be for five years, commencing on the date the last party executes the franchise.

Section 2. Terms & Conditions. The terms and conditions governing the franchise specified in Section 1. shall be those set forth on Attachment A to this Ordinance and incorporated herein by this reference as if set forth in full.

Section 3. Deadline for Acceptance. The rights and privileges granted pursuant to this Ordinance shall not become effective until its terms and conditions are accepted by FORGED FIBER 37, LLC. Such acceptance shall contain any required letter of credit, evidence of insurance, all applicable fees pursuant to Section 14. of the Franchise, and shall be filed with the City Clerk within sixty (60) days after the effective date of this Ordinance. Such instrument shall conform substantially to Attachment B, and evidence the unconditional acceptance of the terms hereof and a promise to comply with and abide by the provisions, terms and conditions hereof.

Section 4. Severability. If any section, sentence, clause or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this Ordinance.

Section 5. Correction. The City Clerk are authorized to make necessary corrections to this ordinance, including the correction of clerical errors; references to other local, state or federal laws, codes, rules, or regulations; or ordinance numbering and section/subsection numbering.

Section 6. Effective Date. This Ordinance, being an exercise of a power specifically delegated to the City legislative body, is not subject to referendum, and shall take effect five (5) days after passage and publication of an approved summary thereof consisting of the title.

PASSED BY THE CITY COUNCIL OF THE CITY OF TUKWILA, WASHINGTON, at a regular meeting thereof this ____ day of _______, 2026.

ATTEST/AUTHENTICATED:

____
Andy Youn-Barnett, CMC, City Clerk

____
Thomas McLeod, Mayor

APPROVED AS TO FORM BY:

____
Office of the City Attorney

Filed with the City Clerk_______________
Passed by the City Council:____________
Published:_________________________
Effective Date:______________________
Ordinance Number:__________________

ATTACHMENT A

[See attached.]

TELECOMMUNICATIONS FRANCHISE
Between
CITY OF TUKWILA, WASHINGTON
and
FORGED FIBER 37, LLC

This Telecommunications Franchise is entered into by and between the City of Tukwila, Washington a municipal corporation, hereinafter ("the City") and Forged Fiber 37, LLC, a Delaware limited liability company, who is hereinafter known as ("Franchisee"). The City and Franchisee are sometimes referred to hereinafter collectively as the "parties."

Section 1. Franchise Granted.

Section 1.1. Pursuant to RCW 35A.47.040, the City hereby grants to Franchisee a non-exclusive franchise (the "Franchise") under the terms and conditions contained in this franchise ordinance (the "Franchise Ordinance").

Section 1.2. This Franchise grants Franchisee the right, privilege, and authority to construct, operate, maintain, replace, acquire, sell, lease and use all necessary Facilities for a telecommunications network, in, under, on, across, over, through, along or below the public Rights-of-Ways located in the City of Tukwila, as approved pursuant to City permits issued pursuant to this Franchise and in accordance with all applicable federal, state, and local codes.

(a) "Facilities" as used in this Franchise means one or more elements of Franchisee's telecommunications network, with all necessary cables, wires, conduits, ducts, pedestals, antennas, electronics, and other necessary appurtenances; provided that placement by Franchisee of new utility poles is specifically excluded unless otherwise specifically approved by the City. Equipment enclosures with air conditioning or other noise generating equipment are also excluded from "Facilities," to the extent such equipment is located in zoned residential areas of the City. For the purposes of this Franchise the term Facilities excludes "microcell" facilities, "minor facilities," "small cell facilities," all as defined by RCW 80.36.375, and "macrocell" facilities, including towers and new base stations and other similar facilities (except for fiber optic cables) used for the provision of "personal wireless services" as defined by RCW 80.36.375.

(b) Public "Rights-of-Way" means land acquired or dedicated to the public or that is hereafter dedicated to the public and maintained under public authority, including, but not limited to, public streets or roads, highways, avenues, lanes, alleys, bridges, sidewalks, utility easements and similar public property located within the franchise area but does not include: State highways; land dedicated for road, streets, highways not opened and not improved for motor vehicle use by the public; structures including poles and conduits located within the right-of-way; federally granted trust lands or forest board trust lands; lands owned or managed by the State Parks and Recreation Commission; federally granted railroad rights-of-way acquired under 43 USC § 912 and related provisions of federal law that are not open for vehicular use; or leasehold or City-owned property to which the City holds fee title or other title and which is utilized for park, utility or a governmental or proprietary use (for example, buildings, other City-owned physical facilities, parks, poles, conduits, fixtures, real property or property rights owned or leased by the City not reserved for transportation purposes).

Section 2. Authority Limited to Occupation of the Public Rights-of-Way

Section 2.1. The authority granted pursuant to this Franchise is a limited authorization to occupy and use the Rights-of-Way throughout the City (the "Franchise Area"). No right to install any facility, infrastructure, wires, lines, cables, or other equipment, on any City property other than a Right-of-Way, or upon private property without the owner's consent, or upon any public or privately owned utility poles or conduits is granted herein. Franchisee hereby represents that it expects to provide the following services within the City: wholesale broadband fiber services and internet access services (the "Services"). Nothing contained herein shall be construed to grant or convey any right, title, or interest in the Rights-of-Way of the City to the Franchisee other than for the purpose of providing the Services, nor to subordinate the primary use of the Right-of-Way as a public thoroughfare. Franchisee may not offer Cable Services as defined in 47 U.S.C. § 522(6) or personal wireless services, without obtaining a new franchise or an amendment to this Franchise approved by the City Council.

Section 2.2. Notwithstanding the existence of this Franchise, the installation, construction, maintenance, use, operation, replacement and removal by Franchisee of any one or more Franchise Facilities will be subject to all applicable provisions of Title 11 TMC, including, but not limited to, the City's Infrastructure, Design, and Construction Standards, adopted by the City's Public Works Department of Public Works, the terms and conditions of City right-of-way use permits issued pursuant to Title 11 TMC, the terms and conditions of City building permits issued pursuant to Title 16 TMC, and all other applicable laws, rules and regulations.

Section 2.3. Franchisee shall have the right, without prior City approval, to offer or provide capacity or bandwidth to its customers consistent with this Franchise, provided:

(a) Franchisee at all times retains exclusive ownership over its telecommunications system, Facilities and Services and remains responsible for constructing, installing, and maintaining its Facilities pursuant to the terms and conditions of this Franchise;

(b) Franchisee may not grant rights to any customer or lessee that are greater than any rights Franchisee has pursuant to this Franchise, provided that leases or other commercial arrangements for the use of the Facilities installed pursuant to this Franchise may extend beyond the term of the Franchise;

(c) Such customer or lessee shall not be construed to be a third-party beneficiary under this Franchise; and

(d) No such customer or lessee may use the telecommunications system or Services for any purpose not authorized by this Franchise, unless such rights are otherwise granted by the City.

Section 3. Non-Exclusive Franchise.

Section 3.1. This Franchise is granted to the Franchisee upon the express condition and understanding that it shall be a non-exclusive Franchise which shall not in any manner prevent or hinder the City from granting to other parties, at other times and under such terms and conditions as the City, in its sole discretion, may deem appropriate, other franchises or similar use rights in, on, to, across, over, upon, along, under or through any Public Rights-of-Way. Additionally, this Franchise shall in no way prevent, inhibit or prohibit the City from using any of the roads, Public Rights-of-Way or other public properties covered or affected by this Franchise, nor shall this Franchise affect the City's jurisdiction, authority or power over any of them, in whole or in part. The City expressly retains its power to make or perform any and all changes, relocations, repairs, maintenance, establishments, improvements, dedications, or vacations of or to any of the roads, Public Rights-of-Way or other public properties covered or affected by the Franchise as the City may, in its sole and absolute discretion, deem fit, including the dedication, establishment, maintenance and/or improvement of new Public Rights-of-Way, thoroughfares and other public properties of every type and description.

Section 4. Term; Early Termination.

Section 4.1. The initial term of the Franchise shall be for a period of five (5) years (the "Initial Term"), beginning on the Effective Date of the Franchise, and continuing until the date that is one day prior to the fifth anniversary of the Effective Date (the "Initial Term Expiration Date"), unless earlier terminated, revoked or modified pursuant to the provisions of this Franchise.

Section 4.2. The Franchise granted by this Franchise Ordinance shall automatically renew on the fifth anniversary of the Effective Date with the same terms and conditions as set forth in this Franchise, for one (1) additional five (5) year (the "Renewal Term," and, together with the Initial Term, the "Term"), unless either party provides one hundred twenty (120) days written notice to the other party to request an amendment to the Franchise.

Section 5. Location of Facilities.

Section 5.1. Franchisee is maintaining a telecommunications network, consisting of Facilities within the City. Franchisee may locate its Facilities anywhere within the Franchise Area consistent with the City's Infrastructure, Design and Construction standards and the Tukwila Municipal Code and subject to the City's applicable permit requirements. Franchisee shall not commence any construction or other similar work within a Public Right-of-Way until (i) a right-of-way use permit authorizing such work has been issued by the City pursuant to Title 11 TMC for a site-specific location or installation, including, but not limited to, relocations, and (ii) if required by Title 16 TMC, a building permit authorizing such work has been issued by the City.

Section 5.2. To the extent that any Rights-of-Way within the Franchise Area are part of the state highway system ("State Highways"), are considered managed access by the City and are governed by the provisions of Chapter 47.24 RCW and applicable Washington State Department of Transportation (WSDOT) regulations, Franchisee shall comply fully with said requirements in addition to local ordinances and other applicable regulations. Franchisee specifically agrees that:

(a) any pavement trenching and restoration performed by Franchisee within State Highways shall meet or exceed applicable WSDOT requirements;

(b) any portion of a State Highway damaged or injured by Franchisee shall be restored, repaired and/or replaced by Franchisee to a condition that meets or exceeds applicable WSDOT requirements; and

(c) without prejudice to any right or privilege of the City, WSDOT is authorized to enforce in an action brought in the name of the State of Washington any condition of this Franchise with respect to any portion of a State Highway.

<u>Section 6. Relocation of Facilities</u>

<u>Section 6.1.</u> The Franchisee agrees and covenants that, upon reasonable notice, it will promptly, at its sole cost and expense, protect, support, temporarily disconnect, relocate, or remove from any Public Right-of-Way any portion of the Franchisee Facilities when so required by the City due to any of the following reasons: (i) traffic conditions, (ii) public safety, (iii) dedications of new rights-of-way and the establishment and/or improvement thereof, (iv) widening and/or improvement of existing rights-of-way, (v) right-of-way vacations, (vi) freeway construction, (vii) change or establishment of road grade, or (viii) the construction of any public improvement or structure by any governmental agency acting in a governmental capacity; PROVIDED that the Franchisee shall generally have the privilege to temporarily bypass, in the authorized portion of the same Public Right-of-Way, upon approval by the Public Works Director, any Franchisee Facilities required to be temporarily disconnected or removed. The provisions of this Section 6. apply to all Franchisee Facilities wheresoever situated within any Public Right-of-Way, regardless of whether the Franchisee Facility at issue was originally placed in such location under the authority of an easement or other property interest prior to the property becoming a Public Right-of-Way. For the avoidance of doubt, such projects shall include any Right-of-Way improvement project, even if the project entails, in part, related work funded and/or performed by or for a third party, provided that such work is performed for the public benefit, and not primarily for the benefit of a private entity, and shall not include, without limitation, any other improvements or repairs undertaken by or for the sole benefit of third party private entities. Collectively all such projects described in this Section 6.1 shall be considered a “Public Project”. Except as otherwise provided by law, the costs and expenses associated with relocations or disconnections ordered pursuant to

this Section 6.1 shall be borne by Franchisee. Nothing contained within this Franchise shall limit Franchisee's ability to seek reimbursement for relocation costs when permitted by RCW 35.99.060.

<u>Section 6.2.</u> Upon the request of the City and in order to facilitate the design of City improvements to Public Rights-of-Way, Franchisee agrees, at its sole cost and expense, to locate and, if reasonably determined necessary by the City, to excavate and expose, at its sole cost and expense, portions of the Franchisee Facilities for inspection so that the location of the facilities may be taken into account in the Public Project design; PROVIDED, that Franchisee shall not be required to excavate and expose the Franchisee Facilities for inspection unless Franchisee's record drawings and maps of the Franchisee Facilities submitted pursuant to Section 13. of this Franchise are reasonably determined by the Public Works Director to be inadequate for the City's planning purposes. The decision to require relocation of any Franchisee Facilities in order to accommodate Public Projects shall be made by the Public Works Director upon review of the location and construction of the Franchisee Facilities at issue. Where the City incurs additional costs in performing any maintenance, operation, or improvement of or to public facilities due to measures taken by the City to avoid damaging or to otherwise accommodate one or more Franchisee Facilities, Franchisee shall reimburse the City for the full amount of such additional costs promptly upon receiving the City's invoice for same.

<u>Section 6.3.</u> Any condition or requirement imposed by the City upon any person or entity (including, without limitation, any condition or requirement imposed pursuant to any contract or in conjunction with approvals for permits for zoning, land use, construction or development) which reasonably necessitates the relocation of any Franchisee Facilities shall constitute a required relocation for purposes of this Section 6.

<u>Section 6.4.</u> If the City determines that the Public Project necessitates the relocation of Franchisee's Facilities, the City shall provide Franchisee in writing with a date by which the relocation shall be completed (the "Relocation Date") consistent with RCW 35.99.060(2). In calculating the Relocation Date, the City shall consult with Franchisee and consider the extent of facilities to be relocated, the services requirements, and the construction sequence for the relocation, within the City's overall project construction sequence and constraints, to safely complete the relocation, and the City shall endeavor to provide Franchisee at least sixty (60) days'

notice prior to the Relocation Date. Franchisee shall complete the relocation by the Relocation Date, unless the City or a reviewing court establishes a later date for completion, as described in RCW 35.99.060(2). To provide guidance on this notice process, the City will make reasonable efforts to involve Franchisee in the predesign and design phases of any Public Project. After receipt of the written notice containing the Relocation Date, Franchisee shall relocate such facilities to accommodate the Public Project consistent with the timeline provided by the City and at no charge or expense to the City. Such timeline may be extended by a mutual agreement.

Section 6.5. If Franchisee fails to complete this work within the time prescribed above and to the City's satisfaction, the City may cause such work to be done and bill the cost of the work to Franchisee, including all costs and expenses incurred by the City due to Franchisee's delay. In such event, the City shall not be liable for any damage to any portion of Franchisee's Facilities. Within thirty (30) days of receipt of an itemized list of those costs, Franchisee shall pay the City. In any event, if Franchisee fails to timely relocate, remove, replace, modify or disconnect Franchisee's facilities and equipment, and that delay results in any delay damage accrued by or against the City, Franchisee will be liable for all documented costs of construction delays attributable to Franchisee's failure to timely act. Franchisee reserves the right to challenge any determination by the City of costs for construction delays related to an alleged failure to act in accordance with this Section 6.5.

Section 6.6. Franchisee will indemnify, defend, hold harmless, and pay the costs of defending the City, in accordance with the provisions of Section 19. against any and all claims, suits, actions, damages, or liabilities for delays on City construction projects caused by or arising out of the failure of Franchisee to remove or relocate its Facilities in a timely manner; provided, that Franchisee shall not be responsible for damages due to delays caused by circumstances beyond the control of Franchisee or the negligence, willful misconduct, or unreasonable delay of the City or any unrelated third party.

Section 6.7. In the event of an emergency posing a threat to public safety or welfare, or in the event of an emergency beyond the control of the City which will result in severe financial consequences to the City, which necessitates the relocation of Franchisee's Facilities, Franchisee shall relocate its Facilities within the time period specified by the City.

Section 6.8. The provisions of this Section 6. shall in no manner preclude or restrict Franchisee from making any arrangements it may deem appropriate when responding to a request for relocation of its Facilities by any person or entity other than the City, where the facilities to be constructed by said person or entity are not or will not become City-owned, operated, or maintained facilities, provided that such arrangements do not unduly delay a City construction project.

Section 6.9. Whenever any person shall have obtained permission from the City to use any Right-of-Way for the purpose of moving any building, Franchisee, upon thirty (30) days' written notice from the City, shall raise, remove, or relocate to another part of the Right-of-Way, at the expense of the person desiring to move the building, any of Franchisee's Facilities that may obstruct the removal of such building.

Section 6.10. The provisions of this Section 6. shall survive the expiration, revocation, abandonment or termination of this Franchise during such time as Franchisee continues to have Facilities in the Rights-of-Way.

Section 7. Undergrounding of Facilities.

Section 7.1. Except as specifically authorized by permit of the City, Franchisee shall not be permitted to erect poles. All Facilities shall be installed underground. Franchisee acknowledges and agrees that if the City does not require the undergrounding of its Facilities at the time of permit application, the City may, at any time in the future, require the conversion of Franchisee's aerial facilities to underground installation at Franchisee's expense; provided that the City requires all other wireline utilities, except electrical utilities, with aerial facilities in the area to convert such facilities to underground installation at the same time. Unless otherwise permitted by the City, Franchisee shall underground its Facilities in all new developments and subdivisions, and any development or subdivision where all utilities, other than electrical utilities, are currently underground.

Section 7.2. Whenever the City may require the undergrounding of the aerial utilities (other than electrical utilities and personal wireless services facilities) in any area of the City, Franchisee shall underground its aerial facilities in the manner specified by the City, concurrently with and in the area of the other affected utilities. The location of any such relocated and underground utilities shall be approved by the City. Where other utilities are present and involved in the undergrounding project, Franchisee shall only be required to pay its fair share of common costs borne by all utilities, in addition to the costs specifically attributable to the undergrounding of Franchisee's own Facilities. "Common costs" shall include necessary costs not specifically attributable to the undergrounding of any particular facility, such as costs for common trenching and utility vaults. "Fair share" shall be determined for a project on the basis of the number and size of Franchisee's Facilities being undergrounded in comparison to the total number and size of all other utility facilities being undergrounded.

Section 7.3. To the extent Franchisee is providing Services to personal wireless services facilities, Franchisee shall adhere to the design standards for such personal wireless services facilities, and shall underground its Facilities and/or place its Facilities within the pole as may be required by such design standards. For the purposes of clarity, this Section 7.3 does not require undergrounding or interior placement of Facilities within the pole to the extent that the personal wireless services facilities are located on utility poles that have pre-existing aerial wireline facilities and provided such construction of Franchisee's Facilities continue to comply with Section 7.1 or Section 7.2.

Section 7.4. Franchisee shall not remove any underground cable or conduit that requires trenching or other opening of the Rights-of-Way along the extension of cable to be removed, except as provided in this Section 7.4. Franchisee may remove any underground cable and other related facilities from the Right-of-Way that has been installed in such a manner that it can be removed without trenching or other opening of the Right-of-Way along the extension of cable to be removed, or if otherwise permitted by the City. Franchisee may remove any underground cable from the Rights-of-Way where reasonably necessary to replace, upgrade, or enhance its Facilities, or pursuant to Section 6. When the City determines, in the City's sole discretion, that Franchisee's underground Facilities must be removed in order to eliminate or prevent a hazardous condition, Franchisee shall remove the cable or conduit at Franchisee's sole cost and expense. Franchisee must apply and receive a permit, pursuant to Section 9. , prior to any such removal of underground cable, conduit and other related facilities from the Right-of-Way and must provide as-built plans and maps pursuant to Section 13.1.

Section 7.5. Both the City and Franchisee shall be entitled to reasonable access to open utility trenches, provided that such access does not interfere with the other party's placement of utilities or increase such party's actual costs. Franchisee shall pay to the City the actual cost to the City resulting from providing Franchisee access to an open trench, including without limitation the pro rata share of the costs to access the open trench and any costs associated with the delay of the completion of a public works project. The City shall pay to the Franchisee the incremental costs of providing such access to the open trench.

Section 7.6. The provisions of this Section 7. shall survive the expiration, revocation, abandonment or termination of this Franchise. Nothing in this Section 7. shall be construed as requiring the City to pay any costs of undergrounding any of the Franchisee's Facilities.

Section 8. Emergency Work/Dangerous Conditions.

Section 8.1. In the event of any emergency in which any of Franchisee's Facilities located in or under any street endangers the property, life, health or safety of any person, or if Franchisee's construction area is otherwise in such a condition as to immediately endanger the property, life, health or safety of any individual, Franchisee shall immediately take the proper emergency measures to repair its Facilities, to cure or remedy the dangerous conditions for the protection of property, life, health or safety of individuals without first applying for and obtaining a permit as required by this Franchise. However, this shall not relieve Franchisee from the requirement of obtaining any permits necessary for this purpose, and Franchisee shall apply for all such permits not later than the next succeeding day during which the Tukwila City Hall is open for business. The City retains the right and privilege to cut or move any Facilities located within the Rights-of-Way of the City, in response to any immediate public health or safety emergency.

Section 8.2. The City shall not be liable for any damage to or loss of Facilities within the Rights-of-Way as a result of or in connection with any public works, public improvements, construction, grading, excavation, filling, or work of any kind in the Rights-of-Way by or on behalf of the City, except to the extent directly and proximately caused by sole negligence, intentional misconduct or criminal actions of the City, its employees, contractors, or agents. The City shall further not be liable to Franchisee for any direct, indirect, or any other such damages suffered by any person or entity of any type as a direct or indirect result of the City's actions under this Section 8. except to the extent caused by the sole negligence, intentional misconduct or criminal actions of the City, its employees, contractors, or agents.

Section 8.3. Whenever the construction, installation or excavation of Facilities conducted by Franchisee as authorized by this Franchise has caused or materially contributed to a condition that appears to substantially impair the lateral support of the adjoining street or public place, or endangers the public, an adjoining public place, street utilities or City property, the Public Works Director may direct Franchisee, at Franchisee's own expense, to take reasonable action to protect the public, adjacent public places, City property or street utilities, and such action may include compliance within a prescribed time. In the event that Franchisee fails or refuses to promptly take the actions directed by the City, or fails to fully comply with such directions, or if emergency conditions exist which require immediate action, before the City can timely contact Franchisee to request Franchisee effect the immediate repair, the City may enter upon the property and take such reasonable actions as are necessary to protect the public, the adjacent streets, or street utilities, or to maintain the lateral support thereof, or reasonable actions regarded as necessary safety precautions, and Franchisee shall be liable to the City for the costs thereof.

Section 9. Work in the Rights-of-Way.

Section 9.1. During any period of relocation, construction or maintenance, all work performed by Franchisee or its contractors shall be accomplished in a safe and workmanlike manner, so to minimize interference with the free passage of traffic and the free use of adjoining property, whether public or private. Franchisee shall at all times post and maintain proper barricades, flags, flaggers, lights, flares and other measures as required for the safety of all members of the general public and comply with all applicable safety regulations during such period of construction as required by the ordinances of the City or the laws of the State of Washington, including RCW 39.04.180 for the construction of trench safety systems.

Section 9.2. Whenever Franchisee shall commence work in any Rights-of-Way for the purpose of excavation, installation, construction, repair, maintenance, or relocation of its cable or equipment, it shall apply to the City for a permit to do so and, in addition, shall give the City at least ten (10) working days prior notice (except in the case of an emergency) of its intent to commence work in the Rights-of-Way. The City shall only issue permits that are in compliance with the TMC and the City's generally applicable design standards. During the progress of the work, the Franchisee shall not unnecessarily obstruct the passage or proper use of the Rights-of-Way, and all work by the Franchisee in the area shall be performed in accordance with applicable

City standards and specifications. In no case shall any work commence within any Rights-of-Way without a permit, except as otherwise provided in this Franchise.

Section 9.3. If the Franchisee shall at any time plan to make excavations in any area covered by this Franchise and as described in this Section 9.3, the Franchisee shall afford the other, upon receipt of a written request to do so, an opportunity to share such excavation, PROVIDED THAT:

(a) Such joint use shall not unreasonably delay the work of the Franchisee causing the excavation to be made;

(b) Such joint use shall be arranged and accomplished on terms and conditions satisfactory to both parties; and

(c) Franchisee may deny such request for safety reasons.

Section 9.4. Except for emergency situations, Franchisee shall give at least seven (7) days' prior notice of intended construction to residents in the affected area prior to any underground construction or disturbance. Such notice shall contain the dates, contact number, nature and location of the work to be performed. At least twenty-four (24) hours prior to entering private property or streets or public easements adjacent to or on such private property, Franchisee shall physically post a notice on the property indicating the nature and location of the work to be performed. Door hangers are permissible methods of notifications to residents. Franchisee shall make a good faith effort to comply with the property owner/resident's preferences, if any, on location or placement of underground installations (excluding aerial cable lines utilizing existing poles and existing cable paths), consistent with sound engineering practices. Following performance of the work, Franchisee shall restore the private property as nearly as possible to its condition prior to construction, except for any change in condition not caused by Franchisee. Any disturbance of landscaping, fencing, or other improvements on private property caused by Franchisee's work shall, at the sole expense of Franchisee, be promptly repaired and restored to the reasonable satisfaction of the property owner/resident. Notwithstanding the above, nothing herein shall give Franchisee the right to enter onto private property without the permission of such private property owner, or as otherwise authorized by applicable law.

Section 9.5. Upon receipt of a permit (except in emergency situations), Franchisee may trim trees upon and overhanging on public ways, streets, alleys, sidewalks, and other public places of the City so as to prevent the branches of such trees from coming in contact with Franchisee's Facilities. The right to trim trees in this Section 9.5 shall only apply to the extent necessary to protect above ground Facilities. Franchisee's tree trimming activities shall protect the appearance, integrity, and health of the trees to the extent reasonably possible. Franchisee shall be responsible for all debris removal from such activities. All trimming shall be at the expense of Franchisee. Franchisee may contract for such services, however, any firm or individual so retained must first receive City approval prior to commencing such trimming. Nothing herein grants Franchisee any authority to act on behalf of the City, to enter upon any private property, or to trim any tree or natural growth not owned by the City except to the extent it is necessary that Franchisee trims trees or vegetation upon, overhanging, or encroaching on public ways, streets, alleys, sidewalks, and other public places of the City so as to prevent such vegetation from coming in contact with Franchisee's Facilities. Franchisee shall be solely responsible and liable for any damage to any third parties' trees or natural growth caused by Franchisee's actions. Franchisee shall indemnify, defend and hold harmless the City from third-party claims of any nature arising out of any act or negligence of Franchisee with regard to tree and/or natural growth trimming, damage, and/or removal. Franchisee shall reasonably compensate the City or the property owner for any damage caused by trimming, damage, or removal by Franchisee. Except in an emergency situation, all tree trimming must be performed under the direction of an arborist certified by the International Society of Arboriculture, unless otherwise approved by the Public Works Director or designee.

Section 9.6. Franchisee shall meet with the City and other franchise holders and users of the Rights-of-Way upon written notice as determined by the City, to schedule and coordinate construction in the Rights-of-Way. All construction locations, activities, and schedules shall be coordinated, as ordered by the City to minimize public inconvenience, disruption or damages.

Section 9.7. Franchisee shall inform the City with at least thirty (30) days' advance written notice that it is constructing, relocating, or placing ducts or conduits in the Rights-of-Way and provide the City with an opportunity to request that Franchisee provide the City with additional duct or conduit and related structures necessary to access the conduit pursuant to RCW 35.99.070.

Section 9.8. Prior to doing any work in the Rights-of-Way, the Franchisee shall follow established procedures, including contacting the Utility Notification Center in Washington and comply with all applicable State statutes regarding the One Call Locator Service pursuant to Chapter 19.122 RCW. Further, upon request from a third party or the City, Franchisee shall locate its Facilities consistent with the requirements of Chapter 19.122 RCW. The City shall not be liable for any damages to Franchisee's Facilities or for interruptions in service to Franchisee's customers that are a direct result of Franchisee's failure to locate its Facilities within the prescribed time limits and guidelines established by the One Call Locator Service regardless of whether the City issued a permit.

Section 9.9. The provisions of this Section 9. shall survive the expiration, revocation, abandonment, or termination of this Franchise.

Section 10. Restoration.

Section 10.1. Franchisee shall, after installation, construction, relocation, maintenance, or repair of its Facilities, or after abandonment approved pursuant to Section 22. , promptly remove any obstructions from the Rights-of-Way and restore the surface of the Rights-of-Way to at least the same condition the Rights-of-Way were in immediately prior to any such installation, construction, relocation, maintenance or repair, provided Franchisee shall not be responsible for any changes to the Rights-of-Way not caused by Franchisee. The Public Works Director or designee shall have final approval of the condition of such Rights-of-Way after restoration. All concrete encased survey monuments that have been disturbed or displaced by such work shall be restored pursuant to federal, state (such as Chapter 332-120 WAC), and local standards and specifications.

Section 10.2. Franchisee agrees to promptly complete all restoration work and to promptly repair any damage caused by work to the Franchise Area or other affected area at its sole cost and expense and according to the time and terms specified in the construction permit issued by the City. All work by Franchisee pursuant to this Franchise shall be performed in accordance with applicable City standards.

Section 10.3. If conditions (e.g. weather) make the complete restoration required under Section 10. impracticable, Franchisee shall temporarily restore the affected Right-of-Way or property. Such temporary restoration shall be at Franchisee's sole cost and expense. Franchisee shall promptly undertake and complete the required permanent restoration when conditions no longer make such permanent restoration impracticable.

Section 10.4. In the event Franchisee does not repair a Right-of-Way or an improvement in or to a Right-of-Way within the time reasonably directed to by the Public Works Director, or his/her designee, the City may repair the damage and shall be reimbursed its actual cost within sixty (60) days of submitting an invoice to Franchisee in accordance with the provisions of Section 14.3 and Section 14.4. In addition, and pursuant to Section 14.3 and Section 14.4, the City may bill Franchisee for expenses associated with the inspection of such restoration work. The failure by Franchisee to complete such repairs shall be considered a breach of this Franchise and is subject to remedies by the City including the imposition of damages consistent with Section 24. .

Section 10.5. The provisions of this Section 10. shall survive the expiration, revocation, abandonment, or termination of this Franchise.

Section 11. Safety Requirements.

Section 11.1. Franchisee shall, at all times, employ professional care and shall install and maintain and use industry-standard methods for preventing failures and accidents that are likely to cause damage, injuries, or nuisances to the public. All structures and all lines, equipment, and connections in, over, under, and upon the Rights-of-Ways, wherever situated or located, shall at all times be kept and maintained in a safe condition. Franchisee shall comply with all federal, State, and City safety requirements, rules, regulations, laws, and practices, and employ all necessary devices as required by applicable law during the construction, operation, maintenance, upgrade, repair, or removal of its Facilities. By way of illustration and not limitation, Franchisee shall also comply with the applicable provisions of the National Electric Code, National Electrical Safety Code, FCC regulations, and Occupational Safety and Health Administration (OSHA) Standards. Upon reasonable notice to Franchisee, the City reserves the general right to inspect the Facilities to evaluate if they are constructed and maintained in a safe condition.

Section 11.2. If an unsafe condition or a violation of Section 11.1 is found to exist, and becomes known to the City, the City agrees to give Franchisee written notice of such condition and afford Franchisee a reasonable opportunity to repair the same. If Franchisee fails to start to make the necessary repairs and alterations within the time frame specified in such notice (and pursue such cure to completion), then the City may make such repairs or contract for them to be made. All costs, including administrative costs, incurred by the City in repairing any unsafe conditions shall be borne by Franchisee and reimbursed to the City pursuant to Section 14.3 and Section 14.4.

Section 11.3. Additional safety standards include:

(a) Franchisee shall endeavor to maintain all equipment lines and facilities in an orderly manner, including, but not limited to, the removal of all bundles of unused cable on any aerial facilities.

(b) All installations of equipment, lines, and ancillary facilities shall be installed in accordance with industry-standard engineering practices and shall comply with all federal, State, and local regulations, ordinances, and laws.

(c) Any opening or obstruction in the Rights-of-Way or other public places made by Franchisee in the course of its operations shall be protected by Franchisee at all times by the placement of adequate barriers, fences, or boarding, the bounds of which, during periods of dusk and darkness, shall be clearly marked and visible.

Section 11.4. Stop Work Order. On notice from the City that any work is being performed contrary to the provisions of this Franchise, or in an unsafe or dangerous manner as determined by the City, or in violation of the terms of any applicable permit, laws, regulations, ordinances, or standards, the work may immediately be stopped by the City. The stop work order shall:

(a) Be in writing;

(b) Be given to the person doing the work or posted on the work site;

(c) Be sent to Franchisee by overnight delivery;

(d) Indicate the nature of the alleged violation or unsafe condition; and

(e) Establish conditions, consistent with the applicable laws, regulations, ordinances or generally applicable standards under which work may be resumed.

Section 12. Work of Contractors and Subcontractors.

Section 12.1. Franchisee's contractors and subcontractors shall be licensed and bonded in accordance with State law and the City's ordinances, regulations, and requirements. Work by contractors and subcontractors are subject to the same restrictions, limitations, and conditions as if the work were performed by Franchisee. Franchisee shall be responsible for all work performed by its contractors and subcontractors and others performing work on its behalf as if the work were performed by Franchisee and shall ensure that all such work is performed in compliance with this Franchise and applicable law.

Section 13. Maps and Records.

Section 13.1. The Franchisee agrees and covenants that it shall, within 10 days of substantial completion of any construction project involving a Public Right-of-Way, provide to the City, at no cost to the City, accurate copies of as-built plans and maps stamped and signed by a professional land surveyor or engineer in a form and content acceptable to the Public Works Director or designee.

Section 13.2. Within thirty (30) days of a written request from the Public Works Director, the Franchisee shall furnish the City with information sufficient to demonstrate: (1) that the Franchisee has complied with all applicable requirements of this Franchise; and (2) that all taxes, including but not limited to sales, utility and/or telecommunications taxes (if applicable), due the City in connection with the Franchisee's services and Facilities provided by the Franchisee have been properly collected and paid by the Franchisee.

Section 13.3. Books, records, maps, and other documents maintained by Franchisee with respect to its Facilities within the Rights-of-Way and which are reasonably necessary to demonstrate compliance with the terms of this Franchise, shall, after reasonable prior notice from the City, be made available for inspection by the City at reasonable times and intervals but no more than one time each calendar year or upon the City's reasonable belief that there has been a violation of this Franchise by Franchisee; provided, however, that nothing in this Section 13.3 shall be construed to require Franchisee to violate state or federal law regarding customer privacy, nor shall this Section 13.3 be construed to require Franchisee to disclose proprietary or confidential information without adequate safeguards for its confidential or proprietary nature. Unless otherwise permitted or required by State or federal law, nothing in this Section 13.3 shall be construed as permission to withhold relevant customer data from the City that the City requests in conjunction with a tax audit or review; provided, however, Franchisee may redact identifying information such as names, street addresses (excluding City and zip code), Social Security

Numbers, or Employer Identification Numbers related to any confidentiality agreements Franchisee has with third parties.

Section 13.4. Franchisee shall not be required to disclose information that it reasonably deems to be proprietary or confidential in nature; provided, however, Franchisee shall disclose such information to comply with a utility tax audit, or in the event the City is permitted to charge franchise fees as further described in Section 15.1, or as otherwise required in this Franchise. Franchisee shall be responsible for clearly and conspicuously identifying the work as confidential, trade secret, or proprietary, and shall provide a brief written explanation as to why such information is confidential and how it may be treated as such under State or federal law. In the event that the City receives a public records request under Chapter 42.56 RCW or similar law for the disclosure of information Franchisee has designated as confidential, trade secret, or proprietary, the City shall promptly provide written notice of such request for disclosure so that Franchisee may take appropriate steps to protect its interests. Nothing in this Section 13.4 prohibits the City from complying with Chapter 42.56 RCW or any other applicable law or court order requiring the release of public records, and the City shall not be liable to Franchisee for compliance with any law or court order requiring the release of public records. The City shall comply with any injunction or court order obtained by Franchisee that prohibits the disclosure of any such confidential records; however, in the event a higher court overturns such injunction or court order and such higher court action is or has become final and non-appealable, Franchisee shall reimburse the City for any fines or penalties imposed for failure to disclose such records as required hereunder within sixty (60) days of a request from the City.

Section 13.5. On an annual basis, upon thirty (30) days prior written notice, the City shall have the right to conduct an independent audit of Franchisee's records reasonably related to the administration or enforcement of this Franchise and the collection of utility taxes, in accordance with GAAP. If the audit shows that tax payments have been underpaid by three percent (3%) or more, Franchisee shall pay the total cost of the audit.

Section 14. Costs and Fees.

Section 14.1. Franchisee shall pay a one-time fee for the actual administrative expenses incurred by the City that are directly related to the receiving and approving this Franchise pursuant to RCW 35.21.860, including the costs associated with the City’s legal costs incurred in drafting and processing this Franchise, not to exceed $5,000. No construction permits shall be issued for the installation of Facilities authorized until such time as the City has received payment of this fee; further, this Franchise shall be considered void if the fee is not paid within ninety (90) days of receipt of the invoice. Franchisee shall further be subject to all permit fees associated with activities undertaken through the authority granted in this Franchise or under the laws of the City. Where the City incurs costs and expenses for review, inspection, or supervision of activities, including but not limited to reasonable fees associated with attorneys, consultants, City Staff and City Attorney time, undertaken through the authority granted in this Franchise or any ordinances relating to the subject for which a permit fee is not established, Franchisee shall pay such costs and expenses directly to the City in accordance with the provisions of Section 14.3.

Section 14.2. In addition to Section 14.1, Franchisee shall promptly reimburse the City in accordance with the provisions of Section 14.3 and Section 14.4 for any and all costs the City reasonably incurs in response to any emergency situation involving Franchisee's Facilities, to the extent said emergency does not arise out of the sole negligence, willful misconduct, or fault of the City.

Section 14.3. Consistent with state law, Franchisee shall reimburse the City within sixty (60) days of submittal by the City of an itemized billing for reasonably incurred costs, itemized by project, for Franchisee's proportionate share of all actual, identified expenses incurred by the City in planning, constructing, installing, repairing, altering, or maintaining any City facility as the result of the presence of Franchisee's Facilities in the Right-of-Way. Such costs and expenses shall include but not be limited to Franchisee's proportionate cost of City personnel assigned to oversee or engage in any work in the Right-of-Way as the result of the presence of Franchisee's Facilities in the Right-of-Way. Such costs and expenses shall also include Franchisee's proportionate share of any time spent reviewing construction plans in order to either accomplish the relocation of Franchisee's Facilities or the routing or rerouting of any utilities so as not to interfere with Franchisee's Facilities.

Section 14.4. The time of City employees shall be charged at their respective rate of salary, including overtime if applicable, plus benefits and reasonable overhead. Any other costs will be billed proportionately on an actual cost basis. All billings will be itemized so as to specifically identify the costs and expenses for each project for which the City claims reimbursement. A charge for the actual costs incurred in preparing the billing may also be included in said billing. Billing will be made on a monthly basis.

Section 15. City's Reservation of Rights

Section 15.1. Franchisee hereby represents that its operations as authorized under this Franchise are those of a service provider as defined in RCW 35.99.010. As a result, the City will not impose a Franchise fee under the terms of this Franchise, other than as described herein. The City hereby reserves its right to impose a Franchise fee on Franchisee if Franchisee's operations as authorized by this Franchise change such that the statutory prohibitions of RCW 35.21.860 no longer apply or, if statutory prohibitions on the imposition of such fees are removed. In either instance, the City also reserves its right to require that Franchisee obtain a separate Franchise for its change in use. Nothing contained herein shall preclude Franchisee from challenging any such new fee or separate agreement under applicable federal, State, or local laws.

Section 15.2. Franchisee acknowledges that if its operation with the City constitutes a telecommunications business subject to the utility tax imposed pursuant to the TMC Chapter 3.50, then Franchisee shall comply therewith. Franchisee stipulates and agrees that if certain of its business activities are subject to taxation as a telephone business, then Franchisee shall pay to the City the rate applicable to such taxable services under TMC Chapter 3.50, and consistent with state and federal law. The parties agree however, that nothing in this Franchise shall limit the City's power of taxation as may exist now or as later imposed by the City. This provision does not limit the City's power to amend TMC Chapter 3.50 as may be permitted by law. Nothing in this Franchise is intended to alter, amend, modify or expand the taxes and fees that may be lawfully assessed on Franchisee's Services.

Section 16. Police Powers and City Ordinances.

Section 16.1. Nothing in this Franchise Ordinance shall be deemed to restrict the City's ability to adopt and enforce all necessary and appropriate ordinances regulating the performance of the conditions of the Franchise granted by this Franchise Ordinance, including, but not limited to, any valid ordinance made in the exercise of the City's police powers in the interest of public safety and for the welfare of the public. The City shall have the authority at all times to control by appropriate regulations, including design standards and utility accommodation policies, the location, elevation, manner of construction, and maintenance of any Franchisee Facilities located within any Public Right-of-Way or affecting any Public Right-of-Way, and the Franchisee shall promptly conform with all such regulations, unless compliance would cause the Franchisee to violate other requirements of law. In the event of a conflict between the regulatory provisions of this Franchise Ordinance and any other ordinance(s) enacted under the City's police power authority, such other ordinance(s) shall take precedence over the regulatory provisions set forth herein.

Section 17. Limitation of City's Liability.

Section 17.1. Administration by the City of the Franchise granted by this Franchise Ordinance shall not be construed to create the basis for any liability to any third party on the part of the City, its elected and appointed officials, officers, employees, and agents for any injury or damage from the failure of the Franchisee to comply with the provisions of this Franchise Ordinance; by reason of any plan, schedule or specification review, inspection, notice and order, permission, or other approval or consent by the City; for any action or inaction thereof authorized or done in connection with the implementation or enforcement of the Franchise by the City; or for the accuracy of plans submitted to the City.

Section 18. Compliance with All Applicable Laws.

Section 18.1. Each party agrees to comply with all present and future federal, state and local laws, ordinances, rules and regulations. Neither the City nor Franchisee waive any rights they may have under any such laws, rules or regulations. This Franchise is subject to ordinances of general applicability enacted pursuant to the City's police powers. Franchisee further agrees to remove all liens and encumbrances arising as a result of said use or work. Franchisee shall, at its own expense, maintain its Facilities in a safe condition, in good repair and in a manner reasonably suitable to the City. Additionally, Franchisee shall keep its Facilities free of debris and anything of a dangerous, noxious or offensive nature or which would create a hazard or undue vibration, heat, noise or any interference with City services. City reserves the right at any time to amend this Franchise to conform to any hereafter enacted, amended, or adopted federal or state statute or regulation relating to the public health, safety, and welfare, or relating to roadway regulation, or a City ordinance enacted pursuant to such federal or state statute or regulation when such statute, regulation, or ordinance necessitates this Franchise be amended in order to remain in compliance with applicable laws, but only upon providing Franchisee with thirty (30) days written notice of its action setting forth the full text of the amendment and identifying the statute, regulation, or ordinance requiring the amendment. Said amendment shall become automatically effective upon expiration of the notice period unless, before expiration of that period, Franchisee makes a written request for negotiations over the terms of the amendment. If the parties do not reach agreement as to the terms of the amendment within thirty (30) days of the call for negotiations, either party may pursue any available remedies at law or in equity.

Section 19. Indemnification

Section 19.1. Franchisee releases, covenants not to bring suit, and agrees to indemnify, defend, and hold harmless the City, its officers, agents, employees, volunteers, elected and appointed officials, and contractors from any and all claims, costs, judgments, awards, or liability to any person, for injury or death of any person, or damage to property caused by or arising out of any acts or omissions of Franchisee, its agents, servants, officers, or employees in the performance of this Franchise and any rights granted within this Franchise.

Section 19.2. Inspection or acceptance by the City of any work performed by Franchisee at the time of completion of construction shall not be grounds for avoidance by Franchisee of any of its obligations under this Section 19. . These indemnification obligations shall extend to claims that are not reduced to a suit and any claims that may be compromised, with Franchisee's prior written consent, prior to the culmination of any litigation or the institution of any litigation.

Section 19.3. The City shall promptly notify Franchisee of any claim or suit and request in writing that Franchisee indemnify the City. Franchisee may choose counsel to defend the City subject to this Section 19.3. City's failure to so notify and request indemnification shall not relieve Franchisee of any liability that Franchisee might have, except to the extent that such failure prejudices Franchisee's ability to defend such claim or suit. In the event that Franchisee refuses the tender of defense in any suit or any claim, as required pursuant to the indemnification provisions within this Franchise, and said refusal is subsequently determined by a court having jurisdiction (or such other tribunal that the parties shall agree to decide the matter), to have been a wrongful refusal on the part of Franchisee, Franchisee shall pay all of the City's reasonable costs for defense of the action, including all expert witness fees, costs, and attorney's fees, and including costs and fees incurred in recovering under this indemnification provision. If separate representation to fully protect the interests of both parties is necessary, such as a conflict of interest between the City and the counsel selected by Franchisee to represent the City, then upon the prior written approval and consent of Franchisee, which shall not be unreasonably withheld, the City shall have the right to employ separate counsel in any action or proceeding and to participate in the investigation and defense thereof, and Franchisee shall pay the reasonable fees and expenses of such separate counsel, except that Franchisee shall not be required to pay the fees and expenses of separate counsel on behalf of the City for the City to bring or pursue any counterclaims or interpleader action, equitable relief, restraining order or injunction. The City's fees and expenses shall include all reasonable out-of-pocket expenses, such as consultants and expert witness fees, and shall also include the reasonable fees of any services rendered by the counsel retained by the City but shall not include outside attorneys' fees for services that are unnecessarily duplicative of services provided the City by Franchisee. Each party agrees to cooperate and to cause its employees and agents to cooperate with the other party in the defense of any such claim and the relevant records of each party shall be available to the other party with respect to any such defense.

Section 19.4. The parties acknowledge that this Franchise may be subject to RCW 4.24.115. Accordingly, 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 Franchisee and the City, its officers, officials, employees, and volunteers, Franchisee's liability shall be only to the extent of Franchisee's negligence. It is further specifically and expressly understood that the indemnification provided constitutes Franchisee's waiver of immunity under Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties.

Section 19.5. Notwithstanding any other provisions of this Section 19. , Franchisee assumes the risk of damage to its Facilities located in the Rights-of-Way and upon City-owned property from activities conducted by the City, its officers, agents, employees, volunteers, elected and appointed officials, and contractors, except to the extent any such damage or destruction is caused by or arises from any sole negligence, intentional misconduct or criminal actions on the part of the City, its officers, agents, employees, volunteers, or elected or appointed officials, or contractors. In no event shall the City be liable for any indirect, incidental, special, consequential, exemplary, or punitive damages, including by way of example and not limitation lost profits, lost revenue, loss of goodwill, or loss of business opportunity in connection with its performance or failure to perform under this Franchise. Franchisee releases and waives any and all such claims against the City, its officers, agents, employees, volunteers, or elected or appointed officials, or contractors. Franchisee further agrees to indemnify, hold harmless and defend the City against any claims for damages, including, but not limited to, business interruption damages, lost profits and consequential damages, brought by or under users of Franchisee's Facilities as the result of any interruption of service due to damage or destruction of Franchisee's Facilities caused by or arising out of activities conducted by the City, its officers, agents, employees or contractors except to the extent any such damage or destruction is caused by or arises from the sole negligence, or intentional misconduct, or criminal actions on the part of the City, its officers, agents, employees, volunteers, or elected or appointed officials, or contractors.

Section 19.6. The provisions of this Section 19. shall survive the expiration, revocation, termination, or abandonment of this Franchise.

Section 20. Insurance.

Section 20.1. Franchisee shall procure and maintain for the duration of the Franchise and as long as Franchisee has Facilities in the rights-of-way, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the Franchise and use of the rights-of-way.

(a) No Limitation. Franchisee's maintenance of insurance as required by the Franchise shall not be construed to limit the liability of Franchisee to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

(b) Minimum Scope of Insurance. Franchisee shall obtain insurance of the types and coverage described below:

(i) 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 liability, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract. There shall be no exclusion for liability arising from explosion, collapse or underground property damage. The City shall be named as an additional insured under Franchisee's Commercial General Liability insurance policy with respect this Franchise using ISO endorsement CG 20 12 05 09 or CG 20 26 07 04, or substitute endorsement providing at least as broad coverage.

(ii) Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be at least as broad as Insurance Services Office (ISO) form CA 00 01.

(iii) Contractors Pollution Liability insurance shall be in effect throughout the entire Franchise covering losses caused by pollution conditions that arise from the operations of Franchisee. Contractors Pollution Liability shall cover bodily injury, property damage, cleanup costs and defense, including costs and expenses incurred in the investigation, defense, or settlement of claims. Franchisee shall have the right to self-insure this insurance coverage.

(iv) Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

(v) Excess or Umbrella Liability insurance shall be excess over and at least as broad in coverage as Franchisee's Commercial General Liability and Automobile Liability insurance. The City shall be named as an additional insured on the Contractor's Excess or Umbrella Liability insurance policy with respect to this Franchise.

(c) Minimum Amounts of Insurance. Franchisee shall maintain the following insurance limits:

(i) Commercial General Liability insurance shall be written with limits no less than $5,000,000 each occurrence, $5,000,000 general aggregate.

(ii) Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of $5,000,000 per accident.

(iii) Contractors Pollution Liability insurance shall be written in an amount of at least $2,000,000 per loss, with an annual aggregate of at least $2,000,000.

(iv) Excess or Umbrella Liability insurance shall be written with limits of not less than $10,000,000 per occurrence and annual aggregate. The Excess or Umbrella Liability requirement and limits may be satisfied instead through Franchisee's Commercial General Liability and Automobile Liability insurance, or any combination thereof that achieves the overall required limits.

(d) Other Insurance Provisions. Franchisee's Commercial General Liability, Automobile Liability, Excess or Umbrella Liability, Contractors Pollution Liability insurance policy or policies are to contain, or be endorsed to contain, that they shall be primary insurance as respect the City. Any insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of Franchisee's insurance and shall not contribute with it.

(e) Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A-: VII.

(f) Verification of Coverage. Franchisee 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 Franchise. Upon request by the City, Franchisee shall furnish certificates of insurance evidencing all required insurance policies, including endorsements, required in this Franchise and evidence of all subcontractors' coverage.

(g) Subcontractors. Franchisee shall cause each and every Subcontractor to provide insurance coverage that complies with all applicable requirements of Franchisee-provided insurance as set forth herein, except Franchisee shall have sole responsibility for determining the limits of coverage required to be obtained by Subcontractors. Franchisee shall ensure that the City is an additional insured with respect to this Franchise on each and every Subcontractor's Commercial General liability insurance policy using an endorsement as least as broad as ISO CG 2026.

(h) Notice of Cancellation. Franchisee shall provide the City with written notice of any policy cancellation within two business days of their receipt of such notice.

(i) Failure to Maintain Insurance. Failure on the part of Franchisee to maintain the insurance as required shall constitute a material breach of Franchise, upon which the City may, after giving five business days' notice to Franchisee to correct the breach, terminate the Franchise 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.

(j) Intentionally Omitted.

(k) Franchisee – Self-Insurance. If Franchisee is self-insured or becomes self-insured during the term of the Franchise, Franchisee or its affiliated parent entity shall comply with the following: (i) provide the City, upon request, a copy of Franchisee's or its parent company's most recent audited financial statements, if such financial statements are not otherwise publicly available; (ii) Franchisee or its parent company is responsible for all payments within the self-insured retention; and (iii) Franchisee assumes all defense and indemnity obligations as outlined in Section 19.

(l) Notwithstanding anything to the contrary contained in this Franchise, Franchisee is hereby granted to the right to self-insure its pollution liability insurance and property insurance obligations set forth in this Franchise.

Section 21. Bonds.

Section 21.1. Construction Performance Bond. Upon an application for a permit involving excavation, installation, construction, restoration or relocation of the Facilities and if required by the City, Franchisee shall furnish a performance bond ("Performance Bond") written by a corporate surety reasonably acceptable to the city in an amount equal to 150% of the construction cost, which should not be less than $2,000. The amount of the Performance Bond may be reduced during construction as determined by the City. The Performance Bond shall guarantee the following: (1) timely completion of construction; (2) construction in compliance with all applicable plans, permits, technical codes, and standards; (3) proper location of the Facilities as specified by the City; (4) restoration of the Rights-of-Way and other City properties affected by the construction; (5) submission of as-built drawings after completion of construction; and (6) timely payment and satisfaction of all claims, demands, or liens for labor, materials, or services provided in connection with the work which could be asserted against the City or City property. Said bond must remain in full force until the completion of construction, including final inspection, corrections, and final approval of the work, recording of all easements, provision of as-built drawings, and the posting of a Maintenance Bond as described in Section 21.2.

Section 21.2. Maintenance Bond. Following excavation, installation, construction, restoration or relocation of the Facilities and if required by the City, Franchisee shall furnish a two (2) year maintenance bond ("Maintenance Bond"), or other surety acceptable to the City, at the time of final acceptance of construction work on Facilities within the Rights-of-Way. The

Maintenance Bond amount will be equal to ten percent (10%) of the documented final cost of the construction work. The Maintenance Bond in this Section 21.2 must be in place prior to City's release of the bond required by Section 21.1.

Section 21.3. Franchise Bond. Franchisee shall provide City with a bond in the amount of Twenty-Five Thousand Dollars ($25,000.00) ("Franchise Bond") running or renewable for the term of this Franchise, in a form and substance reasonably acceptable to City. In the event Franchisee shall fail to substantially comply with any one or more of the provisions of this Franchise following notice and a reasonable opportunity to cure, but in no event less than fifteen (15) days, then there shall be recovered jointly and severally from Franchisee and the bond any actual damages suffered by City as a result thereof, including but not limited to staff time, material and equipment costs, compensation or indemnification of third parties, and the cost of removal or abandonment of facilities hereinabove described. Franchisee specifically agrees that its failure to comply with the terms of this Section 20.1 shall constitute a material breach of this Franchise. The amount of the bond shall not be construed to limit Franchisee's liability or to limit the City's recourse to any remedy to which the City is otherwise entitled at law or in equity.

Section 22. Abandonment of Franchisee's Facilities.

Section 22.1. Upon the expiration, termination, or revocation of the rights granted under this Franchise, Franchisee shall remove all of its Facilities from the Rights-of-Way within thirty (30) days of receiving written notice from the Public Works Director or designee. The Facilities, in whole or in part, may not be abandoned by Franchisee without written approval by the City. Any plan for abandonment or removal of Franchisee's Facilities must be first approved by the Public Works Director or his/her designee, and all necessary permits must be obtained prior to such work. Franchisee shall restore the Right-of-Way to at least the same condition the Rights-of-Way were in immediately prior to any such removal provided Franchisee shall not be responsible for any changes to the Right-of-Way not caused by Franchisee or any person doing work for Franchisee. Franchisee shall be solely responsible for all costs associated with removing its Facilities.

Section 22.2. Notwithstanding Section 22.1 above, the City may permit Franchisee's improvements to be abandoned in place in such a manner as the City may prescribe. Upon permanent abandonment, and Franchisee's agreement to transfer ownership of the Facilities to the

City, Franchisee shall submit to the City a proposal and instruments for transferring ownership to the City.

Section 22.3. Any Facilities which are not removed within one hundred twenty (120) days of either the date of termination or revocation or the date the City issued a permit authorizing removal, whichever is later, shall automatically become the property of the City. Any costs incurred by the City in safeguarding such Facilities or removing the Facilities shall be reimbursed by Franchisee. Nothing contained within this Section 22. shall prevent the City from compelling Franchisee to remove any such Facilities through judicial action when the City has not permitted Franchisee to abandon said Facilities in place.

Section 22.4. If Franchisee leases a structure in the Right-of-Way from a landlord and such landlord later replaces, removes or relocates the structure, for example by building a replacement structure, Franchisee shall remove or relocate its Facilities within the Right-of-Way within ninety (90) days of such notification from the landlord at no cost to the City.

Section 22.5. The provisions of this Section 22. shall survive the expiration, revocation, abandonment, or termination of this Franchise and for so long as Franchisee has Facilities in Rights-of-Way.

Section 23. Forfeiture and Revocation.

Section 23.1. If Franchisee willfully violates or fails to comply with any of the provisions of this Franchise, or through willful misconduct or gross negligence fails to heed or comply with any notice given Franchisee by the City under the provisions of this Franchise, then Franchisee shall, at the election of the Tukwila City Council, forfeit all rights conferred hereunder and this Franchise may be revoked or annulled by the Council after a hearing held upon notice to Franchisee.

Section 23.2. Such hearing shall be open to the public and Franchisee and other interested parties may offer written and/or oral evidence explaining or mitigating such alleged noncompliance. This hearing does not give the right to either the City or Franchisee to conduct discovery, subpoena witnesses, or take depositions. Within thirty (30) days after the hearing, the Tukwila City Council, on the basis of the record, will make the determination as to whether there is cause for revocation, whether the Franchise will be terminated, or whether lesser sanctions should otherwise be imposed. The Tukwila City Council may in its sole discretion fix an additional time period to cure violations. If the deficiency has not been cured at the expiration of any additional time period or if the Tukwila City Council does not grant any additional period, the Tukwila City Council may by resolution declare the Franchise to be revoked and forfeited or impose lesser sanctions. If Franchisee appeals revocation and termination, such revocation may be held in abeyance pending judicial review by a court of competent jurisdiction, provided Franchisee is otherwise in compliance with the Franchise.

Section 24. Remedies to Enforce Compliance.

Section 24.1. The City may elect, without any prejudice to any of its other legal rights and remedies, to obtain an order from the superior court having jurisdiction compelling Franchisee to comply with the provisions of the Franchise and to recover damages and costs incurred by the City by reason of Franchisee's failure to comply. In addition to any other remedy provided herein, the City reserves the right to pursue any remedy to compel or force Franchisee and/or its successors and assigns to comply with the terms hereof, and the pursuit of any right or remedy by the City shall not prevent the City from thereafter declaring a forfeiture or revocation for breach of the conditions herein. In addition to any other remedy provided in this Franchise, Franchisee reserves the right to pursue any remedy available at law or in equity to compel or require the City, its officers, employees, volunteers, contractors and other agents and representatives, to comply with the terms of this Franchise. Further, all rights and remedies provided herein shall be in addition to and cumulative with any and all other rights and remedies available to either the City or Franchisee. Such rights and remedies shall not be exclusive, and the exercise of one or more rights or remedies shall not be deemed a waiver of the right to exercise at the same time or thereafter any other right or remedy. Provided, further, that by entering into this Franchise, it is not the intention of the City or Franchisee to waive any other rights, remedies, or obligations as otherwise provided by law equity, or otherwise, and nothing contained here shall be deemed or construed to effect any such waiver. The parties agree that in the event a party obtains injunctive relief, neither party shall be required to post a bond or other security and the parties agree not to seek the imposition of such a requirement.

Section 24.2. If either party (the "Defaulting Party") shall violate, or fail to comply with any of the provisions of this Franchise, or should it fail to heed or comply with any notice given to such party under the provisions of this Franchise, the other party (the "Non-Defaulting Party") shall provide the Defaulting Party with written notice specifying with reasonable particularity the nature of any such breach and the Defaulting Party shall undertake all commercially reasonable efforts to cure such breach within thirty (30) days of receipt of notification. If the parties reasonably determine the breach cannot be cured within thirty (30) days, the Non-Defaulting Party may specify a longer cure period, and condition the extension of time on the Defaulting Party's submittal of a plan to cure the breach within the specified period, commencement of work within the original thirty (30) day cure period, and diligent prosecution of the work to completion. If the breach is not cured within the specified time, or the Defaulting Party does not comply with the specified conditions, the Non-Defaulting Party may pursue any available remedy at law or in equity as provided in Section 24.1 above, or in the event Franchisee has failed to timely cure or commence cure of the breach, the City may, at its discretion, (1) revoke this Franchise with no further notification pursuant to this Section 24. , (2) refuse to grant additional permits, or (3) claim damages of Two Hundred Fifty Dollars ($250.00) per day against the Franchisee or Franchise Bond set forth in Section 21.3.

Section 25. Non-Waiver.

Section 25.1. The failure of either party to insist upon strict performance of any of the covenants and agreements of this Franchise or to exercise any option herein conferred in any one or more instances, shall not be construed to be a waiver or relinquishment of any such covenants, agreements or option or any other covenants, agreements or option.

Section 26. Acceptance.

Section 26.1. Within sixty (60) days of the approval of this Franchise Ordinance, the Franchisee shall execute and return to the City its execution and acceptance of this Franchise in the form attached hereto as Attachment B. In addition, Franchisee shall submit proof of insurance obtained and additional insured endorsement pursuant to Section 20. , any applicable construction Performance Bond pursuant to Section 21.1, the Franchise Bond required pursuant to Section 21.3, and the administrative fee pursuant to Section 14.1.

Section 27. Survival.

Section 27.1. All of the provisions, conditions, and requirements of Section 6. , Section 7. Section 9. , Section 10. , Section 19. , Section 20. , Section 22. , Section 32.1, Section 35.3 and Section 35.4 of this Franchise shall be in addition to any and all other obligations and liabilities Franchisee may have to the City at common law, by statute, or by contract, and shall survive the City's Franchise to Franchisee for the use of the Franchise Area, and any renewals or extensions thereof. All of the provisions, conditions, regulations and requirements contained in this Franchise shall further be binding upon the heirs, successors, executors, administrators, legal representatives and assigns of Franchisee and all privileges, as well as all obligations and liabilities of Franchisee shall inure to its heirs, successors and assigns equally as if they were specifically mentioned where Franchisee is named herein.

Section 28. Assignment.

Section 28.1. This Franchise may not be directly or indirectly assigned, transferred, or disposed of by sale, lease, merger, consolidation or other act of Franchisee, by operation of law or otherwise, unless written notice is provided to the City within sixty (60) days following the assignment. In the case of transfer or assignment as security by mortgage or other security instrument in whole or in part to secure indebtedness, such notice shall not be required unless and until the secured party elects to realize upon the collateral. For purposes of this Section 28.1, no assignment or transfer of this Franchise shall be deemed to occur based on the public trading of Franchisee's stock; provided, however, any tender offer, merger, or similar transaction resulting in a change of control shall be subject to the provisions of this Franchise.

Section 28.2. Any transactions which singularly or collectively result in a change of 50% or more of the (i) ownership or working control (for example, management of Franchisee or its Facilities) of the Franchisee; or (ii) ownership or working control of the Franchisee's Facilities within the City; or (iii) control of the capacity or bandwidth of the Franchisee's Facilities within the City, shall be considered an assignment or transfer requiring notice to the City pursuant to this Franchise. Such transactions between affiliated entities are not exempt from notice requirements. A Franchisee shall notify the City of any proposed change in, or transfer of, or acquisition by any other party of control of a Franchisee within sixty (60) days following the closing of the transaction.

Section 29. Entire Agreement.

Section 29.1. This Franchise constitutes the entire understanding and agreement between the parties as to the subject matter herein and no other agreements or understandings, written or otherwise, shall be binding upon the parties upon execution of this Franchise.

Section 30. Extension.

Section 30.1. If this Franchise expires without renewal or is otherwise lawfully terminated or revoked, the City may, subject to applicable law:

(a) Allow Franchisee to maintain and operate its Facilities on a month-to-month basis, provided that Franchisee maintains insurance for such Facilities during such period and continues to comply with this Franchise; or

(b) The City may order the removal of any and all Facilities at Franchisee's sole cost and expense consistent with Section 22.

Section 31. Eminent Domain.

Section 31.1. The existence of this Franchise shall not preclude the City from acquiring by condemnation in accordance with applicable law, all or a portion of the Franchisee's Facilities for the fair market value thereof. In determining the value of such Facilities, no value shall be attributed to the right to occupy the area conferred by this Franchise.

Section 32. Vacation.

Section 32.1. If at any time the City, by ordinance, vacates all or any portion of the area affected by this Franchise, the City shall not be liable for any damages or loss to the Franchisee by reason of such vacation. If Franchisee has Facilities in the vacated portion of the Right-of-Way, the City shall use reasonable efforts to reserve an appurtenant easement for Franchisee within the vacated portion of the Right-of-Way within which Franchisee may continue to operate existing Facilities under the terms of this Franchise for the remaining period of the term set forth in Section 4. Notwithstanding the preceding sentence, the City shall incur no liability for failing to reserve such easement. The City shall notify the Franchisee in writing not less than sixty (60) days before vacating all or any portion of any such area, in which Franchisee is located. The City may, after sixty (60) days written notice to the Franchisee, terminate this Franchise with respect to such vacated area.

Section 33. Hazardous Substances.

Section 33.1. Franchisee shall not introduce or use any hazardous substances (chemical or waste), in violation of any applicable law or regulation, nor shall Franchisee allow any of its agents, contractors or any person under its control to do the same. Franchisee will be solely responsible for and will defend, indemnify and hold the City, its officers, officials, employees, agents and volunteers harmless from and against any and all claims, costs and liabilities including reasonable attorneys' fees and costs, arising out of or in connection with the cleanup or restoration of the property to the extent caused by Franchisee's use, storage, or disposal of hazardous substances, whether or not intentional, and the use, storage or disposal of such substances by Franchisee's agents, contractors or other persons acting under Franchisee's control, whether or not intentional, unless caused by or arising out of the sole negligence, intentional misconduct, or criminal actions of the City, its officers, agents, employees, volunteers, elected and appointed officials, or contractors.

Section 33.2. The obligations of the Franchisee under this Section 32.1 shall survive the expiration, revocation, abandonment, earlier termination of the Franchise granted by this Franchise Ordinance.

Section 34. Notice

Section 34.1. Any Notice or information required or permitted to be given to the parties under this Franchise agreement may be sent to the following addresses unless otherwise specified:

CITY OF TUKWILA

Jen Tetatzin
6200 Southcenter Blvd
Tukwila, WA 98188

E:mail:
Jen.Tetatzin@TukwilaWA.gov
Eric.Compton@TukwilaWA.gov

FRANCHISEE

FORGED FIBER 37, LLC
Attn.: Legal Dept – Network Operations
Re: Franchise Agreement; City of Tukwila (WA)
208 S. Akard Street
Dallas, TX 75202-4206

E-mail:
FF_Right_Of_Way@att.COM

Section 34.2. The Franchisee's current emergency contact number is 800-288-2020, and shall be available 24 hours a day, seven days a week. The Franchisee shall promptly notify the City of any change in the notice address or emergency contact (or title) and phone number.

Section 35. Miscellaneous.

Section 35.1. Prior to constructing any Facilities, Franchisee shall obtain a business or utility license from the City. Franchisee shall pay promptly and before they become delinquent, all taxes on personal property and improvements owned or placed by Franchisee and shall pay all license fees and public utility charges relating to the conduct of its business, shall pay for all permits, licenses and zoning approvals, shall pay any other applicable tax unless documentation of exemption is provided to the City and shall pay utility taxes and license fees imposed by the City.

Section 35.2. City and Franchisee respectively represent that its signatory is duly authorized and has full right, power and authority to execute this Franchise.

Section 35.3. If a suit or other action is instituted in connection with any controversy arising out of this Franchise, the prevailing party shall be entitled to recover all of its costs and expenses, including such sum as the court may judge as reasonable for attorneys' fees, costs, expenses and attorneys' fees upon appeal of any judgment or ruling.

Section 35.4. This Franchise shall be construed in accordance with the laws of the State of Washington. Venue for any dispute related to this Franchise shall be the United States District Court for the Western District of Washington, or King County Superior Court.

Section 35.5. Section captions and headings are intended solely to facilitate the reading thereof. Such captions and headings shall not affect the meaning or interpretation of the text herein.

Section 35.6. Where the context so requires, the singular shall include the plural and the plural include the singular.

Section 35.7. Franchisee shall be responsible for obtaining all other necessary approvals, authorizations and agreements from any party or entity and it is acknowledged and agreed that the City is making no representation, warranty or covenant whether any of the foregoing approvals, authorizations or agreements are required or have been obtained by Franchisee by any person or entity.

Section 35.8. This Franchise may be enforced at both law and equity.

Section 35.9. Franchisee acknowledges that it, and not the City, shall be responsible for the premises and equipment's compliance with all marking and lighting requirements of the FAA and the FCC. Franchisee shall indemnify and hold the City harmless from any fines or other liabilities caused by Franchisee's failure to comply with such requirements. Should Franchisee or the City be cited by either the FCC or the FAA because the Facilities or the Franchisee's equipment is not in compliance and should Franchisee fail to cure the conditions of noncompliance within the timeframe allowed by the citing agency, the City may either terminate this Franchise immediately on notice to the Franchisee or proceed to cure the conditions of noncompliance at the Franchisee's expense.

Section 35.10. This Franchise is subject to all current and future applicable federal, State and local laws, regulations and orders of governmental agencies as amended, including but not limited to the Communications Act of 1934, as amended, the Telecommunications Act of 1996, as amended and the Rules and Regulations of the FCC. Neither the City nor Franchisee waive any rights they may have under any such laws, rules, or regulations.

Section 35.11. There are no third party beneficiaries to this Franchise.

[NO TERMS BEYOND THIS POINT]

Attachment B

STATEMENT OF ACCEPTANCE

Forged Fiber 37, LLC, a Delaware limited liability company, for itself, its affiliates, successors and assigns, hereby accepts and agrees to be bound by all lawful terms, conditions and provisions of the Franchise attached hereto and incorporated herein by this reference.

____

By: ___________________________________ Date: _____________________________
Name: ____________________
Title: ____________________

STATE OF ________________)
)ss.
COUNTY OF ______________)

On this ____ day of _______________, 2026, before me the undersigned, a Notary Public in and for the State of ________________, duly commissioned and sworn, personally appeared, __________________ of Forged Fiber 37, LLC, the company that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said company, for the uses and purposes therein mentioned, and on oath stated that he/she is authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the date hereinabove set forth.

____
Signature

____
NOTARY PUBLIC in and for the State of __________________,
Residing at ________________________
MY COMMISSION EXPIRES: __________________________.

City of Tukwila

Thomas McLeod, Mayor
Marty Wine, City Administrator

ITEM NO.
5.H.

AGENDA BILL

Agenda Item	Ordinance Granting a Non-Exclusive Franchise Agreement to McLeodUSA Telecommunication Services, LLC
Sponsor	Eric Compton, Telecommunications Analyst Technology & Innovation Services
Legislative History	June 22, 2026 Transportation & Infrastructure Services Committee July 13, 2026 Committee of the Whole July 20, 2025 Regular Meeting Consent Agenda
Recommended Motion	☐ Discussion Only ☒ Action Requested **MOVE TO** approve an ordinance granting a non-exclusive franchise agreement with McLeodUSA Telecommunication Services LLC.

EXECUTIVE SUMMARY

McLeodUSA Telecommunication is a business-oriented internet service provider wanting to connect Tukwila businesses to high-speed fiber for internet. Council is being asked to approve the new ordinance for the franchise agreement that will allow McLeodUSA Telecommunication to operate their network in Tukwila and provide competition for internet service providers.

DISCUSSION

State law provides cities the authority to establish franchises to telecommunication providers who wish to occupy city owned rights-of-way. Tukwila Municipal Code 11.32.060 requires all telecommunication providers to obtain franchise agreements with the City prior to approval to construct, maintain and operate within the City limits.

McLeodUSA is a local subsidiary of Windstream that provides internet services in forty-seven States and is looking to expand their network in Tukwila.

Under the terms of the Franchise, McLeodUSA Telecommunication is required to pay the City a $6,100.00 administrative fee.

Council is being asked to approve the Ordinance granting McLeodUSA Telecommunication a Franchise Agreement and consider this item at the July 13, 2026 Committee of the Whole and July 20, 2026 Regular Meeting.

Per the request of Transportation and Infrastructure Services Committee Meeting, staff worked with legal and confirmed there is no conflict of interest between Mayor McLeod and McLeodUSA Telecommunication Services LLC.

ATTACHMENTS

Final Franchise Ordinance: Telecom Franchise McLeodUSA Telecommunication

City of Tukwila

Washington

Ordinance No.

AN ORDINANCE OF THE CITY OF TUKWILA, WASHINGTON, GRANTING TO MCLEODUSA TELECOMMUNICATIONS SERVICES, LLC, AND ITS AFFILIATES, SUCCESSORS AND ASSIGNS, THE RIGHT, PRIVILEGE, AUTHORITY AND NONEXCLUSIVE FRANCHISE FOR FIVE YEARS, TO CONSTRUCT, MAINTAIN, OPERATE, REPLACE AND REPAIR A TELECOMMUNICATIONS NETWORK, IN, ACROSS, OVER, ALONG, UNDER, THROUGH AND BELOW CERTAIN DESIGNATED PUBLIC RIGHTS-OF-WAY OF THE CITY OF TUKWILA, WASHINGTON; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, McLeodUSA Telecommunications Services, LLC (“Franchisee”) doing business in the State of Washington as McLeodUSA Telecommunications Services, LLC, has applied for a non-exclusive telecommunications franchise to construct, operate, and maintain telecommunications and broadband facilities upon, in, under, across, along, and over certain City roads; and

WHEREAS, the Parties desire to execute a new nonexclusive franchise (this “Franchise”) for purposes of operating and maintaining a telecommunications network; and

WHEREAS, the City Council has the authority to grant franchises for the use of its streets and other public properties pursuant to RCW 35A.47.040; and

WHEREAS, the City is willing to grant the rights requested by Franchisee for a telecommunications franchise subject to certain terms and conditions, which are acceptable to both parties.

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

Section 1. Franchise Granted. The City of Tukwila, hereby grants a telecommunications franchise, attached and incorporated as Exhibit A, to McLeodUSA Telecommunications Services, LLC. The term of this franchise shall be for five years, commencing on the date the last party executes the franchise with a five (5) year automatic renewal option as set out in Section 4.2 below.

Section 2. Terms & Conditions. The terms and conditions governing the franchise specified in Section 1. shall be those set forth on Attachment A to this Ordinance and incorporated herein by this reference as if set forth in full.

Section 3. Deadline for Acceptance. The rights and privileges granted pursuant to this Ordinance shall not become effective until its terms and conditions are accepted by McLeodUSA Telecommunications Services, LLC, pursuant to Section 14. of the Franchise, and shall be filed with the City Clerk within sixty (60) days after the effective date of this Ordinance. Such instrument shall conform substantially to Attachment B, and evidence the unconditional acceptance of the terms hereof and a promise to comply with and abide by the provisions, terms and conditions hereof.

Section 4. Severability. If any section, sentence, clause or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this Ordinance.

Section 5. Correction. The City Clerk are authorized to make necessary corrections to this ordinance, including the correction of clerical errors; references to other local, state or federal laws, codes, rules, or regulations; or ordinance numbering and section/subsection numbering.

Section 6. Effective Date. This Ordinance, being an exercise of a power specifically delegated to the City legislative body, is not subject to referendum, and shall take effect five (5) days after passage and publication of an approved summary thereof consisting of the title.

PASSED BY THE CITY COUNCIL OF THE CITY OF TUKWILA, WASHINGTON, at a regular meeting thereof this ____ day of _______, 2026.

ATTEST/AUTHENTICATED:

______________________________	______________________________
Andy Youn-Barnett, CMC, City Clerk	Thomas McLeod, Mayor

APPROVED AS TO FORM BY:

____

Filed with the City Clerk_______________
Passed by the City Council:____________
Published:_________________________
Effective Date:______________________
Ordinance Number:__________________

<u>ATTACHMENT A</u>

[See attached.]

TELECOMMUNICATIONS FRANCHISE
Between
CITY OF TUKWILA, WASHINGTON
and
MCLEODUSA TELECOMMUNICATIONS SERVICES, LLC

This Telecommunications Franchise is entered into by and between the City of Tukwila, Washington a municipal corporation, hereinafter ("the City") and McLeodUSA Telecommunications Services, LLC who is hereinafter known as ("McLeodUSA" or "Franchisee"). The City and Franchisee are sometimes referred to hereinafter collectively as the "parties."

Section 1. Franchise Granted.

Section 1.1. Pursuant to RCW 35A.47.040, the City hereby grants to McLeodUSA a non-exclusive franchise (the "Franchise") under the terms and conditions contained in this franchise ordinance (the "Franchise Ordinance").

Section 1.2. This Franchise grants Franchisee the right, privilege, and authority to construct, operate, maintain, replace, acquire, sell, lease and use all necessary Facilities for a telecommunications and broadband network, in, under, on, across, over, through, along or below the public Rights-of-Ways located in the City of Tukwila, as approved pursuant to City permits issued pursuant to this Franchise and in accordance with all applicable federal, state, and local codes.

(a) "Facilities" as used in this Franchise means one or more elements of Franchisee's telecommunications network, with all necessary cables, wires, conduits, ducts, pedestals, antennas, electronics, and other necessary appurtenances; provided that placement by Franchisee of new utility poles is specifically excluded unless otherwise specifically approved by the City. Equipment enclosures with air conditioning or other noise generating equipment are also excluded from "Facilities," to the extent such equipment is located in zoned residential areas of the City. For the purposes of this Franchise the term Facilities excludes "microcell" facilities, "minor facilities," "small cell facilities," all as defined by RCW 80.36.375, and "macrocell" facilities, including towers and new base stations and other similar facilities (except for fiber optic cables) used for the provision of "personal wireless services" as defined by RCW 80.36.375.

(b) Public "Rights-of-Way" means land acquired or dedicated to the public or that is hereafter dedicated to the public and maintained under public authority, including, but not limited to, public streets or roads, highways, avenues, lanes, alleys, bridges, sidewalks, utility easements and similar public property located within the franchise area but does not include: State highways; land dedicated for road, streets, highways not opened and not improved for motor vehicle use by the public; structures including poles and conduits located within the right-of-way; federally granted trust lands or forest board trust lands; lands owned or managed by the State Parks and Recreation Commission; federally granted railroad rights-of-way acquired under 43 USC § 912 and related provisions of federal law that are not open for vehicular use; or leasehold or City-owned property to which the City holds fee title or other title and which is utilized for park, utility or a governmental or proprietary use (for example, buildings, other City-owned physical facilities, parks, poles, conduits, fixtures, real property or property rights owned or leased by the City not reserved for transportation purposes).

Section 2. Authority Limited to Occupation of the Public Rights-of-Way

Section 2.1. The authority granted pursuant to this Franchise is a limited authorization to occupy and use the Rights-of-Way throughout the City (the "Franchise Area"). No right to install any facility, infrastructure, wires, lines, cables, or other equipment, on any City property other than a Right-of-Way, or upon private property without the owner's consent, or upon any public or privately owned utility poles or conduits is granted herein. Franchisee hereby represents that it expects to provide the following services within the City: high speed data and fiber optic services, broadband services, internet protocol-based services, internet access services, conduit and dark fiber leasing, telephone, data transport and other telecommunications and information services (the "Services"). Nothing contained herein shall be construed to grant or convey any right, title, or interest in the Rights-of-Way of the City to the Franchisee other than for the purpose of providing the Services, nor to subordinate the primary use of the Right-of-Way as a public thoroughfare. Franchisee may not offer Cable Services as defined in 47 U.S.C. § 522(6) or personal wireless services, without obtaining a new franchise or an amendment to this Franchise approved by the City Council.

Section 2.2. Notwithstanding the existence of this Franchise, the installation, construction, maintenance, use, operation, replacement and removal by Franchisee of any one or more Franchise Facilities will be subject to all applicable provisions of Title 11 TMC, including, but not limited to, the City's Infrastructure, Design, and Construction Standards, adopted by the City's Public Works Department of Public Works, the terms and conditions of City right-of-way use permits issued pursuant to Title 11 TMC, the terms and conditions of City building permits issued pursuant to Title 16 TMC, and all other applicable laws, rules and regulations.

Section 2.3. Franchisee shall have the right, without prior City approval, to offer or provide capacity or bandwidth to its customers consistent with this Franchise, provided:

(a) Franchisee at all times retains exclusive ownership over its telecommunications system, Facilities and Services and remains responsible for constructing, installing, and maintaining its Facilities pursuant to the terms and conditions of this Franchise;

(b) Franchisee may not grant rights to any customer or lessee that are greater than any rights Franchisee has pursuant to this Franchise, provided that leases or other commercial arrangements for the use of the Facilities installed pursuant to this Franchise may extend beyond the term of the Franchise;

(c) Such customer or lessee shall not be construed to be a third-party beneficiary under this Franchise; and

(d) No such customer or lessee may use the telecommunications system or Services for any purpose not authorized by this Franchise, unless such rights are otherwise granted by the City.

Section 3. Non-Exclusive Franchise.

Section 3.1. This Franchise is granted to the Franchisee upon the express condition and understanding that it shall be a non-exclusive Franchise which shall not in any manner prevent or hinder the City from granting to other parties, at other times and under such terms and conditions as the City, in its sole discretion, may deem appropriate, other franchises or similar use rights in, on, to, across, over, upon, along, under or through any Public Rights-of-Way. Additionally, this

Franchise shall in no way prevent, inhibit or prohibit the City from using any of the roads, Public Rights-of-Way or other public properties covered or affected by this Franchise, nor shall this Franchise affect the City's jurisdiction, authority or power over any of them, in whole or in part. The City expressly retains its power to make or perform any and all changes, relocations, repairs, maintenance, establishments, improvements, dedications, or vacations of or to any of the roads, Public Rights-of-Way or other public properties covered or affected by the Franchise as the City may, in its sole and absolute discretion, deem fit, including the dedication, establishment, maintenance and/or improvement of new Public Rights-of-Way, thoroughfares and other public properties of every type and description.

Section 4. Term; Early Termination.

Section 4.1. The initial term of the Franchise shall be for a period of five (5) years (the "Initial Term"), beginning on the Effective Date of the Franchise, and continuing until the date that is one day prior to the fifth anniversary of the Effective Date (the "Initial Term Expiration Date"), unless earlier terminated, revoked or modified pursuant to the provisions of this Franchise.

Section 4.2. The Franchise granted by this Franchise Ordinance shall automatically renew on the fifth anniversary of the Effective Date with the same terms and conditions as set forth in this Franchise, for one (1) additional five (5) year (the "Renewal Term," and, together with the Initial Term, the "Term"), unless either party provides one hundred twenty (120) days written notice to the other party to request an amendment to the Franchise.

<u>Section 5. Location of Facilities.</u>

<u>Section 5.1.</u> Franchisee is maintaining a broadband and telecommunications network, consisting of Facilities within the City. Franchisee may locate its Facilities anywhere within the Franchise Area consistent with the City's Infrastructure, Design and Construction standards and the Tukwila Municipal Code and subject to the City's applicable permit requirements. Franchisee shall not commence any construction or other similar work within a Public Right-of-Way until (i) a right-of-way use permit authorizing such work has been issued by the City pursuant to Title 11 TMC for a site-specific location or installation, including, but not limited to, relocations, and (ii) if required by Title 16 TMC, a building permit authorizing such work has been issued by the City.

<u>Section 5.2.</u> To the extent that any Rights-of-Way within the Franchise Area are part of the state highway system ("State Highways"), are considered managed access by the City and are governed by the provisions of Chapter 47.24 RCW and applicable Washington State Department of Transportation (WSDOT) regulations, Franchisee shall comply fully with said requirements in addition to local ordinances and other applicable regulations. Franchisee specifically agrees that:

(a) any pavement trenching and restoration performed by Franchisee within State Highways shall meet or exceed applicable WSDOT requirements;

(b) any portion of a State Highway damaged or injured by Franchisee shall be restored, repaired and/or replaced by Franchisee to a condition that meets or exceeds applicable WSDOT requirements; and

(c) without prejudice to any right or privilege of the City, WSDOT is authorized to enforce in an action brought in the name of the State of Washington any condition of this Franchise with respect to any portion of a State Highway.

<u>Section 6. Relocation of Facilities</u>

<u>Section 6.1.</u> The Franchisee agrees and covenants that, upon reasonable notice, it will promptly, at its sole cost and expense, protect, support, temporarily disconnect, relocate, or remove from any Public Right-of-Way any portion of the Franchisee Facilities when so required by the City due to any of the following reasons: (i) traffic conditions, (ii) public safety, (iii) dedications of new rights-of-way and the establishment and/or improvement thereof, (iv) widening and/or

improvement of existing rights-of-way, (v) right-of-way vacations, (vi) freeway construction, (vii) change or establishment of road grade, or (viii) the construction of any public improvement or structure by any governmental agency acting in a governmental capacity; PROVIDED that the Franchisee shall generally have the privilege to temporarily bypass, in the authorized portion of the same Public Right-of-Way, upon approval by the Public Works Director, any Franchisee Facilities required to be temporarily disconnected or removed. The provisions of this Section 6. apply to all Franchisee Facilities wheresoever situated within any Public Right-of-Way, regardless of whether the Franchisee Facility at issue was originally placed in such location under the authority of an easement or other property interest prior to the property becoming a Public Right-of-Way. For the avoidance of doubt, such projects shall include any Right-of-Way improvement project, even if the project entails, in part, related work funded and/or performed by or for a third party, provided that such work is performed for the public benefit, and not primarily for the benefit of a private entity, and shall not include, without limitation, any other improvements or repairs undertaken by or for the sole benefit of third party private entities. Collectively all such projects described in this Section 6.1 shall be considered a "Public Project". Except as otherwise provided by law, the costs and expenses associated with relocations or disconnections ordered pursuant to this Section 6.1 shall be borne by Franchisee. Nothing contained within this Franchise shall limit Franchisee's ability to seek reimbursement for relocation costs when permitted by RCW 35.99.060.

Section 6.2. Upon the written request of the City and in order to facilitate the design of City improvements to Public Rights-of-Way, Franchisee agrees, at its sole cost and expense, to locate and, if reasonably determined necessary by the City, to excavate and expose, at its sole cost and expense, portions of the Franchisee Facilities for inspection so that the location of the facilities may be taken into account in the Public Project design; PROVIDED, that Franchisee shall not be required to excavate and expose the Franchisee Facilities for inspection unless Franchisee's record drawings and maps of the Franchisee Facilities submitted pursuant to Section 13. of this Franchise are reasonably determined by the Public Works Director to be inadequate for the City's planning purposes. The decision to require relocation of any Franchisee Facilities in order to accommodate Public Projects shall be made by the Public Works Director upon review of the location and construction of the Franchisee Facilities at issue. Where the City incurs additional costs in performing any maintenance, operation, or improvement of or to public facilities due to measures taken by the City to avoid damaging or to otherwise accommodate one or more Franchisee Facilities, Franchisee shall reimburse the City for the full amount of such additional costs promptly upon receiving the City's invoice for same.

Section 6.3. Any condition or requirement imposed by the City upon any person or entity (including, without limitation, any condition or requirement imposed pursuant to any contract or in conjunction with approvals for permits for zoning, land use, construction or development) which reasonably necessitates the relocation of any Franchisee Facilities shall constitute a required relocation for purposes of this Section 6.

Section 6.4. If the City determines that the Public Project necessitates the relocation of Franchisee's Facilities, the City shall provide Franchisee in writing with a date by which the relocation shall be completed (the "Relocation Date") consistent with RCW 35.99.060(2). In calculating the Relocation Date, the City shall consult with Franchisee and consider the extent of facilities to be relocated, the services requirements, and the construction sequence for the relocation, within the City's overall project construction sequence and constraints, to safely complete the relocation, and the City shall endeavor to provide Franchisee at least sixty (60) days' notice prior to the Relocation Date. Franchisee shall complete the relocation by the Relocation Date, unless the City or a reviewing court establishes a later date for completion, as described in RCW 35.99.060(2). To provide guidance on this notice process, the City will make reasonable efforts to involve Franchisee in the predesign and design phases of any Public Project. After receipt of the written notice containing the Relocation Date, Franchisee shall relocate such facilities to accommodate the Public Project consistent with the timeline provided by the City and at no charge or expense to the City. Such timeline may be extended by a mutual agreement.

Section 6.5. If Franchisee fails to complete this work within the time prescribed above and to the City's satisfaction, the City may cause such work to be done and bill the cost of the work to Franchisee, including all costs and expenses incurred by the City due to Franchisee's delay. In such event, the City shall not be liable for any damage to any portion of Franchisee's Facilities. Within thirty (30) days of receipt of an itemized list of those costs, Franchisee shall pay the City. In any event, if Franchisee fails to timely relocate, remove, replace, modify or disconnect Franchisee's facilities and equipment, and that delay results in any delay damage accrued by or against the City, Franchisee will be liable for all documented costs of construction delays attributable to Franchisee's failure to timely act. Franchisee reserves the right to challenge any determination by the City of costs for construction delays related to an alleged failure to act in accordance with this Section 6.5.

Section 6.6. Franchisee will indemnify, defend, hold harmless, and pay the costs of defending the City, in accordance with the provisions of Section 19. against any and all claims, suits, actions, damages, or liabilities for delays on City construction projects caused by or arising out of the failure of Franchisee to remove or relocate its Facilities in a timely manner; provided, that Franchisee shall not be responsible for damages due to delays caused by circumstances beyond the control of Franchisee or the negligence, willful misconduct, or unreasonable delay of the City or any unrelated third party.

Section 6.7. In the event of an emergency posing a threat to public safety or welfare, or in the event of an emergency beyond the control of the City which will result in severe financial consequences to the City, which necessitates the relocation of Franchisee's Facilities, Franchisee shall relocate its Facilities within the time period specified by the City.

Section 6.8. The provisions of this Section 6. shall in no manner preclude or restrict Franchisee from making any arrangements it may deem appropriate when responding to a request for relocation of its Facilities by any person or entity other than the City, where the facilities to be constructed by said person or entity are not or will not become City-owned, operated, or maintained facilities, provided that such arrangements do not unduly delay a City construction project.

Section 6.9. Whenever any person shall have obtained permission from the City to use any Right-of-Way for the purpose of moving any building, Franchisee, upon thirty (30) days' written notice from the City, shall raise, remove, or relocate to another part of the Right-of-Way, at the expense of the person desiring to move the building, any of Franchisee's Facilities that may obstruct the removal of such building.

Section 6.10. The provisions of this Section 6. shall survive the expiration, revocation, abandonment or termination of this Franchise during such time as Franchisee continues to have Facilities in the Rights-of-Way.

Section 7. Undergrounding of Facilities.

Section 7.1. Except as specifically authorized by permit of the City, Franchisee shall not be permitted to erect poles. All Facilities shall be installed underground. Franchisee acknowledges and agrees that if the City does not require the undergrounding of its Facilities at the time of permit application, the City may, at any time in the future, require the conversion of Franchisee's aerial facilities to underground installation at Franchisee's expense; provided that the City requires all other wireline utilities, except electrical utilities, with aerial facilities in the area to convert such facilities to underground installation at the same time. Unless otherwise permitted by the City, Franchisee shall underground its Facilities in all new developments and subdivisions, and any development or subdivision where all utilities, other than electrical utilities, are currently underground.

Section 7.2. Whenever the City may require the undergrounding of the aerial utilities (other than electrical utilities and personal wireless services facilities) in any area of the City, Franchisee shall underground its aerial facilities in the manner specified by the City, concurrently with and in the area of the other affected utilities. The location of any such relocated and underground utilities shall be approved by the City. Where other utilities are present and involved in the undergrounding project, Franchisee shall only be required to pay its fair share of common costs borne by all utilities, in addition to the costs specifically attributable to the undergrounding of Franchisee's own Facilities. "Common costs" shall include necessary costs not specifically attributable to the undergrounding of any particular facility, such as costs for common trenching and utility vaults. "Fair share" shall be determined for a project on the basis of the number and size of Franchisee's Facilities being undergrounded in comparison to the total number and size of all other utility facilities being undergrounded.

Section 7.3. To the extent Franchisee is providing Services to personal wireless services facilities, Franchisee shall adhere to the design standards for such personal wireless services facilities, and shall underground its Facilities and/or place its Facilities within the pole as may be required by such design standards. For the purposes of clarity, this Section 7.3 does not require undergrounding or interior placement of Facilities within the pole to the extent that the personal wireless services facilities are located on utility poles that have pre-existing aerial wireline facilities and provided such construction of Franchisee's Facilities continue to comply with Section 7.1 or Section 7.2.

Section 7.4. Franchisee shall not remove any underground cable or conduit that requires trenching or other opening of the Rights-of-Way along the extension of cable to be removed, except as provided in this Section 7.4. Franchisee may remove any underground cable and other related facilities from the Right-of-Way that has been installed in such a manner that it can be removed without trenching or other opening of the Right-of-Way along the extension of cable to be removed, or if otherwise permitted by the City. Franchisee may remove any underground cable from the Rights-of-Way where reasonably necessary to replace, upgrade, or enhance its Facilities, or pursuant to Section 6. When the City determines, in the City's sole discretion, that Franchisee's underground Facilities must be removed in order to eliminate or prevent a hazardous condition, Franchisee shall remove the cable or conduit at Franchisee's sole cost and expense. Franchisee must apply and receive a permit, pursuant to Section 9. , prior to any such removal of underground cable, conduit and other related facilities from the Right-of-Way and must provide as-built plans and maps pursuant to Section 13.1.

Section 7.5. Both the City and Franchisee shall be entitled to reasonable access to open utility trenches, provided that such access does not interfere with the other party's placement of utilities or increase such party's actual costs. Franchisee shall pay to the City the actual cost to the City resulting from providing Franchisee access to an open trench, including without limitation the pro rata share of the costs to access the open trench and any costs associated with the delay of the completion of a public works project. The City shall pay to the Franchisee the incremental costs of providing such access to the open trench.

Section 7.6. The provisions of this Section 7. shall survive the expiration, revocation, abandonment or termination of this Franchise. Nothing in this Section 7. shall be construed as requiring the City to pay any costs of undergrounding any of the Franchisee's Facilities.

Section 8. Emergency Work/Dangerous Conditions.

Section 8.1. In the event of any emergency in which any of Franchisee's Facilities located in or under any street endangers the property, life, health or safety of any person, or if Franchisee's construction area is otherwise in such a condition as to immediately endanger the property, life, health or safety of any individual, Franchisee shall immediately take the proper emergency measures to repair its Facilities, to cure or remedy the dangerous conditions for the protection of property, life, health or safety of individuals without first applying for and obtaining a permit as required by this Franchise. However, this shall not relieve Franchisee from the requirement of obtaining any permits necessary for this purpose, and Franchisee shall apply for all such permits not later than the next succeeding day during which the Tukwila City Hall is open for business. The City retains the right and privilege to cut or move any Facilities located within the Rights-of-Way of the City, in response to any public health or safety emergency.

Section 8.2. The City shall not be liable for any damage to or loss of Facilities within the Rights-of-Way as a result of or in connection with any public works, public improvements, construction, grading, excavation, filling, or work of any kind in the Rights-of-Way by or on behalf of the City, except to the extent directly and proximately caused by sole negligence, intentional misconduct or criminal actions of the City, its employees, contractors, or agents. The City shall further not be liable to Franchisee for any direct, indirect, or any other such damages suffered by any person or entity of any type as a direct or indirect result of the City's actions under this Section 8. except to the extent caused by the sole negligence, intentional misconduct or criminal actions of the City, its employees, contractors, or agents.

Section 8.3. Whenever the construction, installation or excavation of Facilities conducted by Franchisee as authorized by this Franchise has caused or materially contributed to a condition that appears to substantially impair the lateral support of the adjoining street or public place, or endangers the public, an adjoining public place, street utilities or City property, the Public Works Director may direct Franchisee, at Franchisee's own expense, to take reasonable action to protect the public, adjacent public places, City property or street utilities, and such action may include compliance within a prescribed time. In the event that Franchisee fails or refuses to promptly take the actions directed by the City, or fails to fully comply with such directions, or if emergency conditions exist which require immediate action, before the City can timely contact Franchisee to request Franchisee effect the immediate repair, the City may enter upon the property and take such reasonable actions as are necessary to protect the public, the adjacent streets, or street utilities, or to maintain the lateral support thereof, or reasonable actions regarded as necessary safety precautions, and Franchisee shall be liable to the City for the costs thereof.

Section 9. Work in the Rights-of-Way.

Section 9.1. During any period of relocation, construction or maintenance, all work performed by Franchisee or its contractors shall be accomplished in a safe and workmanlike manner, so to minimize interference with the free passage of traffic and the free use of adjoining property, whether public or private. Franchisee shall at all times post and maintain proper barricades, flags, flaggers, lights, flares and other measures as required for the safety of all members of the general public and comply with all applicable safety regulations during such period of construction as required by the ordinances of the City or the laws of the State of Washington, including RCW 39.04.180 for the construction of trench safety systems.

Section 9.2. Whenever Franchisee shall commence work in any Rights-of-Way for the purpose of excavation, installation, construction, repair, maintenance, or relocation of its cable or equipment, it shall apply to the City for a permit to do so and, in addition, shall give the City at least ten (10) working days prior notice (except in the case of an emergency) of its intent to commence work in the Rights-of-Way. The City shall only issue permits that are in compliance with the TMC and the City's generally applicable design standards. During the progress of the work, the Franchisee shall not unnecessarily obstruct the passage or proper use of the Rights-of-Way, and all work by the Franchisee in the area shall be performed in accordance with applicable City standards and specifications. In no case shall any work commence within any Rights-of-Way without a permit, except as otherwise provided in this Franchise.

Section 9.3. If the Franchisee shall at any time plan to make excavations in any area covered by this Franchise and as described in this Section 9.3, the Franchisee shall afford the other, upon receipt of a written request to do so, an opportunity to share such excavation, PROVIDED THAT:

(a) Such joint use shall not unreasonably delay the work of the Franchisee causing the excavation to be made;

(b) Such joint use shall be arranged and accomplished on terms and conditions satisfactory to both parties; and

(c) Franchisee may deny such request for safety reasons.

Section 9.4. Except for emergency situations, Franchisee shall give at least seven (7) days' prior notice of intended construction to residents in the affected area prior to any underground construction or disturbance. Such notice shall contain the dates, contact number, nature and location of the work to be performed. At least twenty-four (24) hours prior to entering private property or streets or public easements adjacent to or on such private property, Franchisee shall physically post a notice on the property indicating the nature and location of the work to be performed. Door hangers are permissible methods of notifications to residents. Franchisee shall make a good faith effort to comply with the property owner/resident's preferences, if any, on location or placement of underground installations (excluding aerial cable lines utilizing existing poles and existing cable paths), consistent with sound engineering practices. Following performance of the work, Franchisee shall restore the private property as nearly as possible to its condition prior to construction, except for any change in condition not caused by Franchisee. Any disturbance of landscaping, fencing, or other improvements on private property caused by Franchisee's work shall, at the sole expense of Franchisee, be promptly repaired and restored to the reasonable satisfaction of the property owner/resident. Notwithstanding the above, nothing herein shall give Franchisee the right to enter onto private property without the permission of such private property owner, or as otherwise authorized by applicable law.

Section 9.5. Upon receipt of a permit (except in emergency situations), Franchisee may trim trees upon and overhanging on public ways, streets, alleys, sidewalks, and other public places of the City so as to prevent the branches of such trees from coming in contact with Franchisee's Facilities. The right to trim trees in this Section 9.5 shall only apply to the extent necessary to protect above ground Facilities. Franchisee's tree trimming activities shall protect the appearance, integrity, and health of the trees to the extent reasonably possible. Franchisee shall be responsible for all debris removal from such activities. All trimming shall be at the expense of Franchisee. Franchisee may contract for such services, however, any firm or individual so retained must first receive City approval prior to commencing such trimming. Nothing herein grants Franchisee any authority to act on behalf of the City, to enter upon any private property, or to trim any tree or natural growth not owned by the City except to the extent it is necessary that Franchisee trims trees or vegetation upon, overhanging, or encroaching on public ways, streets, alleys, sidewalks, and other public places of the City so as to prevent such vegetation from coming in contact with Franchisee's Facilities. Franchisee shall be solely responsible and liable for any damage to any third parties' trees or natural growth caused by Franchisee's actions. Franchisee shall indemnify, defend and hold harmless the City from third-party claims of any nature arising out of any act or negligence of Franchisee with regard to tree and/or natural growth trimming, damage, and/or removal. Franchisee shall reasonably compensate the City or the property owner for any damage caused by trimming, damage, or removal by Franchisee. Except in an emergency situation, all tree trimming must be performed under the direction of an arborist certified by the International Society of Arboriculture, unless otherwise approved by the Public Works Director or designee.

Section 9.6. Franchisee shall meet with the City and other franchise holders and users of the Rights-of-Way upon written notice as determined by the City, to schedule and coordinate construction in the Rights-of-Way. All construction locations, activities, and schedules shall be coordinated, as ordered by the City to minimize public inconvenience, disruption or damages.

Section 9.7. Franchisee shall inform the City with at least thirty (30) days' advance written notice that it is constructing, relocating, or placing ducts or conduits in the Rights-of-Way and provide the City with an opportunity to request that Franchisee provide the City with additional duct or conduit and related structures necessary to access the conduit pursuant to RCW 35.99.070.

Section 9.8. Prior to doing any work in the Rights-of-Way, the Franchisee shall follow established procedures, including contacting the Utility Notification Center in Washington and comply with all applicable State statutes regarding the One Call Locator Service pursuant to Chapter 19.122 RCW. Further, upon request from a third party or the City, Franchisee shall locate its Facilities consistent with the requirements of Chapter 19.122 RCW. The City shall not be liable for any damages to Franchisee's Facilities or for interruptions in service to Franchisee's customers that are a direct result of Franchisee's failure to locate its Facilities within the prescribed time limits and guidelines established by the One Call Locator Service regardless of whether the City issued a permit.

Section 9.9. The provisions of this Section 9. shall survive the expiration, revocation, abandonment, or termination of this Franchise.

Section 10. Restoration.

Section 10.1. Franchisee shall, after installation, construction, relocation, maintenance, or repair of its Facilities, or after abandonment approved pursuant to Section 22. , promptly remove any obstructions from the Rights-of-Way and restore the surface of the Rights-of-Way to at least the same condition the Rights-of-Way were in immediately prior to any such installation, construction, relocation, maintenance or repair, provided Franchisee shall not be responsible for any changes to the Rights-of-Way not caused by Franchisee. The Public Works Director or designee shall have final approval of the condition of such Rights-of-Way after restoration. All concrete encased survey monuments that have been disturbed or displaced by such work shall be restored pursuant to federal, state (such as Chapter 332-120 WAC), and local standards and specifications.

Section 10.2. Franchisee agrees to promptly complete all restoration work and to promptly repair any damage caused by work to the Franchise Area or other affected area at its sole cost and expense and according to the time and terms specified in the construction permit issued by the City. All work by Franchisee pursuant to this Franchise shall be performed in accordance with applicable City standards.

Section 10.3. If conditions (e.g. weather) make the complete restoration required under Section 10. impracticable, Franchisee shall temporarily restore the affected Right-of-Way or property. Such temporary restoration shall be at Franchisee's sole cost and expense. Franchisee shall promptly undertake and complete the required permanent restoration when conditions no longer make such permanent restoration impracticable.

Section 10.4. In the event Franchisee does not repair a Right-of-Way or an improvement in or to a Right-of-Way within the time reasonably directed to by the Public Works Director, or his/her designee, the City may repair the damage and shall be reimbursed its actual cost within sixty (60) days of submitting an invoice to Franchisee in accordance with the provisions of Section 14.3 and Section 14.4. In addition, and pursuant to Section 14.3 and Section 14.4, the City may bill Franchisee for expenses associated with the inspection of such restoration work. The failure by Franchisee to complete such repairs shall be considered a breach of this Franchise and is subject to remedies by the City including the imposition of damages consistent with Section 24. .

Section 10.5. The provisions of this Section 10. shall survive the expiration, revocation, abandonment, or termination of this Franchise.

Section 11. Safety Requirements.

Section 11.1. Franchisee shall, at all times, employ professional care and shall install and maintain and use industry-standard methods for preventing failures and accidents that are likely to cause damage, injuries, or nuisances to the public. All structures and all lines, equipment, and connections in, over, under, and upon the Rights-of-Ways, wherever situated or located, shall at all times be kept and maintained in a safe condition. Franchisee shall comply with all federal, State, and City safety requirements, rules, regulations, laws, and practices, and employ all necessary devices as required by applicable law during the construction, operation, maintenance, upgrade, repair, or removal of its Facilities. By way of illustration and not limitation, Franchisee shall also comply with the applicable provisions of the National Electric Code, National Electrical Safety Code, FCC regulations, and Occupational Safety and Health Administration (OSHA) Standards. Upon reasonable notice to Franchisee, the City reserves the general right to inspect the Facilities to evaluate if they are constructed and maintained in a safe condition.

Section 11.2. If an unsafe condition or a violation of Section 11.1 is found to exist, and becomes known to the City, the City agrees to give Franchisee written notice of such condition and afford Franchisee a reasonable opportunity to repair the same. If Franchisee fails to start to make the necessary repairs and alterations within the time frame specified in such notice (and pursue such cure to completion), then the City may make such repairs or contract for them to be made. All costs, including administrative costs, incurred by the City in repairing any unsafe conditions shall be borne by Franchisee and reimbursed to the City pursuant to Section 14.3 and Section 14.4.

Section 11.3. Additional safety standards include:

(a) Franchisee shall endeavor to maintain all equipment lines and facilities in an orderly manner, including, but not limited to, the removal of all bundles of unused cable on any aerial facilities.

(b) All installations of equipment, lines, and ancillary facilities shall be installed in accordance with industry-standard engineering practices and shall comply with all federal, State, and local regulations, ordinances, and laws.

(c) Any opening or obstruction in the Rights-of-Way or other public places made by Franchisee in the course of its operations shall be protected by Franchisee at all times by the placement of adequate barriers, fences, or boarding, the bounds of which, during periods of dusk and darkness, shall be clearly marked and visible.

Section 11.4. Stop Work Order. On notice from the City that any work is being performed contrary to the provisions of this Franchise, or in an unsafe or dangerous manner as determined by the City, or in violation of the terms of any applicable permit, laws, regulations, ordinances, or standards, the work may immediately be stopped by the City. The stop work order shall:

(a) Be in writing;

(b) Be given to the person doing the work or posted on the work site;

(c) Be sent to Franchisee by overnight delivery;

(d) Indicate the nature of the alleged violation or unsafe condition; and

(e) Establish conditions, consistent with the applicable laws, regulations, ordinances or generally applicable standards under which work may be resumed.

Section 12. Work of Contractors and Subcontractors.

Section 12.1. Franchisee's contractors and subcontractors shall be licensed and bonded in accordance with State law and the City's ordinances, regulations, and requirements. Work by contractors and subcontractors are subject to the same restrictions, limitations, and conditions as if the work were performed by Franchisee. Franchisee shall be responsible for all work performed by its contractors and subcontractors and others performing work on its behalf as if the work were performed by Franchisee and shall ensure that all such work is performed in compliance with this Franchise and applicable law.

Section 13. Maps and Records.

Section 13.1. The Franchisee agrees and covenants that it shall, within ten (10) days of substantial completion of any construction project involving a Public Right-of-Way, provide to the City, at no cost to the City, accurate copies of as-built plans and maps stamped and signed by a professional land surveyor or engineer in a form and content acceptable to the Public Works Director or designee.

Section 13.2. Within thirty (30) days of a written request from the Public Works Director, the Franchisee shall furnish the City with information sufficient to demonstrate: (1) that the Franchisee has complied with all applicable requirements of this Franchise; and (2) that all taxes, including but not limited to sales, utility and/or telecommunications taxes, due the City in connection with the Franchisee's services and Facilities provided by the Franchisee have been properly collected and paid by the Franchisee.

Section 13.3. Books, records, maps, and other documents maintained by Franchisee with respect to its Facilities within the Rights-of-Way and which are reasonably necessary to demonstrate compliance with the terms of this Franchise, shall, after reasonable prior notice from the City, be made available for inspection by the City at reasonable times and intervals but no more than one time each calendar year or upon the City's reasonable belief that there has been a violation of this Franchise by Franchisee; provided, however, that nothing in this Section 13.3 shall be construed to require Franchisee to violate state or federal law regarding customer privacy, nor shall this Section 13.3 be construed to require Franchisee to disclose proprietary or confidential information without adequate safeguards for its confidential or proprietary nature. Unless otherwise permitted or required by State or federal law, nothing in this Section 13.3 shall be construed as permission to withhold relevant customer data from the City that the City requests in conjunction with a tax audit or review; provided, however, Franchisee may redact identifying information such as names, street addresses (excluding City and zip code), Social Security Numbers, or Employer Identification Numbers related to any confidentiality agreements Franchisee has with third parties.

Section 13.4. Franchisee shall not be required to disclose information that it reasonably deems to be proprietary or confidential in nature; provided, however, Franchisee shall disclose such information to comply with a utility tax audit, or in the event the City is permitted to charge franchise fees as further described in Section 15.1, or as otherwise required in this Franchise. Franchisee shall be responsible for clearly and conspicuously identifying the work as confidential, trade secret, or proprietary, and shall provide a brief written explanation as to why such information is confidential and how it may be treated as such under State or federal law. In the event that the City receives a public records request under Chapter 42.56 RCW or similar law for the disclosure of information Franchisee has designated as confidential, trade secret, or proprietary, the City shall promptly provide written notice of such disclosure so that Franchisee may take appropriate steps to protect its interests. Nothing in this Section 13.4 prohibits the City from complying with Chapter 42.56 RCW or any other applicable law or court order requiring the release of public records, and the City shall not be liable to Franchisee for compliance with any law or court order requiring the release of public records. The City shall comply with any injunction or court order obtained by Franchisee that prohibits the disclosure of any such confidential records; however, in the event a higher court overturns such injunction or court order and such higher court action is or has become final and non-appealable, Franchisee shall reimburse the City for any fines or penalties imposed for failure to disclose such records as required hereunder within sixty (60) days of a request from the City.

Section 13.5. On an annual basis, upon thirty (30) days prior written notice, the City shall have the right to conduct an independent audit of Franchisee's records reasonably related to the administration or enforcement of this Franchise and the collection of utility taxes, in accordance with GAAP. If the audit shows that tax payments have been underpaid by three percent (3%) or more, Franchisee shall pay the total cost of the audit.

Section 14. Costs and Fees.

Section 14.1. Franchisee shall pay a one-time fee for the actual administrative expenses incurred by the City that are directly related to the receiving and approving this Franchise pursuant to RCW 35.21.860, including the costs associated with the City's legal costs incurred in drafting and processing this Franchise, not to exceed $6,100.00. No construction permits shall be issued for the installation of Facilities authorized until such time as the City has received payment of this fee; further, this Franchise shall be considered void if the fee is not paid within ninety (90) days of receipt of the invoice. Franchisee shall further be subject to all permit fees associated with activities undertaken through the authority granted in this Franchise or under the laws of the City. Where the City incurs costs and expenses for review, inspection, or supervision of activities, including but not limited to reasonable fees associated with attorneys, consultants, City Staff and City Attorney time, undertaken through the authority granted in this Franchise or any ordinances relating to the subject for which a permit fee is not established, Franchisee shall pay such costs and expenses directly to the City in accordance with the provisions of Section 14.3.

Section 14.2. In addition to Section 14.1, Franchisee shall promptly reimburse the City in accordance with the provisions of Section 14.3 and Section 14.4 for any and all costs the City reasonably incurs in response to any emergency situation involving Franchisee's Facilities, to the extent said emergency is not the fault of the City.

Section 14.3. Consistent with state law, Franchisee shall reimburse the City within sixty (60) days of submittal by the City of an itemized billing for reasonably incurred costs, itemized by project, for Franchisee's proportionate share of all actual, identified expenses incurred by the City in planning, constructing, installing, repairing, altering, or maintaining any City facility as the result of the presence of Franchisee's Facilities in the Right-of-Way. Such costs and expenses shall include but not be limited to Franchisee's proportionate cost of City personnel assigned to oversee or engage in any work in the Right-of-Way as the result of the presence of Franchisee's Facilities in the Right-of-Way. Such costs and expenses shall also include Franchisee's proportionate share of any time spent reviewing construction plans in order to either accomplish the relocation of Franchisee's Facilities or the routing or rerouting of any utilities so as not to interfere with Franchisee's Facilities.

Section 14.4. The time of City employees shall be charged at their respective rate of salary, including overtime if applicable, plus benefits and reasonable overhead. Any other costs will be billed proportionately on an actual cost basis. All billings will be itemized so as to specifically identify the costs and expenses for each project for which the City claims reimbursement. A charge for the actual costs incurred in preparing the billing may also be included in said billing. Billing will be made on a monthly basis.

Section 15. City's Reservation of Rights

Section 15.1. Franchisee hereby represents that its operations as authorized under this Franchise are those of a telephone business as defined in RCW 82.16.010, or service provider as defined in RCW 35.21.860. As a result, the City will not impose a Franchise fee under the terms of this Franchise, other than as described herein. The City hereby reserves its right to impose a Franchise fee on Franchisee if Franchisee's operations as authorized by this Franchise change such that the statutory prohibitions of RCW 35.21.860 no longer apply or, if statutory prohibitions on the imposition of such fees are removed. In either instance, the City also reserves its right to require that Franchisee obtain a separate Franchise for its change in use. Nothing contained herein shall preclude Franchisee from challenging any such new fee or separate agreement under applicable federal, State, or local laws.

Section 15.2. Franchisee acknowledges that its operation with the City constitutes a telecommunications business subject to the utility tax imposed pursuant to the TMC Chapter 3.50. Franchisee stipulates and agrees that certain of its business activities are subject to taxation as a telephone business and that Franchisee shall pay to the City the rate applicable to such taxable services under TMC Chapter 3.50, and consistent with state and federal law. The parties agree however, that nothing in this Franchise shall limit the City's power of taxation as may exist now or as later imposed by the City. This provision does not limit the City's power to amend TMC Chapter 3.50 as may be permitted by law. Nothing in this Franchise is intended to alter, amend, modify or expand the taxes and fees that may be lawfully assessed on Franchisee's Services.

Section 16. Police Powers and City Ordinances.

Section 16.1. Nothing in this Franchise Ordinance shall be deemed to restrict the City's ability to adopt and enforce all necessary and appropriate ordinances regulating the performance of the conditions of the Franchise granted by this Franchise Ordinance, including, but not limited to, any valid ordinance made in the exercise of the City's police powers in the interest of public safety and for the welfare of the public. The City shall have the authority at all times to control by appropriate regulations, including design standards and utility accommodation policies, the location, elevation, manner of construction, and maintenance of any Franchisee Facilities located within any Public Right-of-Way or affecting any Public Right-of-Way, and the Franchisee shall promptly conform with all such regulations, unless compliance would cause the Franchisee to violate other requirements of law. In the event of a conflict between the regulatory provisions of this Franchise Ordinance and any other ordinance(s) enacted under the City's police power authority, such other ordinance(s) shall take precedence over the regulatory provisions set forth herein.

Section 17. Limitation of City's Liability.

Section 17.1. Administration by the City of the Franchise granted by this Franchise Ordinance shall not be construed to create the basis for any liability to any third party on the part of the City, its elected and appointed officials, officers, employees, and agents for any injury or damage from the failure of the Franchisee to comply with the provisions of this Franchise Ordinance; by reason of any plan, schedule or specification review, inspection, notice and order, permission, or other approval or consent by the City; for any action or inaction thereof authorized or done in connection with the implementation or enforcement of the Franchise by the City; or for the accuracy of plans submitted to the City.

Section 18. Compliance with All Applicable Laws.

Section 18.1. Each party agrees to comply with all present and future federal, state and local laws, ordinances, rules and regulations. Neither the City nor Franchisee waive any rights they may have under any such laws, rules or regulations. This Franchise is subject to ordinances of general applicability enacted pursuant to the City's police powers. Franchisee further agrees to remove all liens and encumbrances arising as a result of said use or work. Franchisee shall, at its own expense, maintain its Facilities in a safe condition, in good repair and in a manner reasonably suitable to the City. Additionally, Franchisee shall keep its Facilities free of debris and anything of a dangerous, noxious or offensive nature or which would create a hazard or undue vibration, heat, noise or any interference with City services. City reserves the right at any time to amend this Franchise to conform to any hereafter enacted, amended, or adopted federal or state statute or regulation relating to the public health, safety, and welfare, or relating to roadway regulation, or a City ordinance enacted pursuant to such federal or state statute or regulation when such statute, regulation, or ordinance necessitates this Franchise be amended in order to remain in compliance with applicable laws, but only upon providing Franchisee with thirty (30) days written notice of its action setting forth the full text of the amendment and identifying the statute, regulation, or ordinance requiring the amendment. Said amendment shall become automatically effective upon expiration of the notice period unless, before expiration of that period, Franchisee makes a written request for negotiations over the terms of the amendment. If the parties do not reach agreement as to the terms of the amendment within thirty (30) days of the call for negotiations, either party may pursue any available remedies at law or in equity.

Section 19. Indemnification

Section 19.1. Franchisee releases, covenants not to bring suit, and agrees to indemnify, defend, and hold harmless the City, its officers, agents, employees, volunteers, elected and appointed officials, and contractors from any and all claims, costs, judgments, awards, or liability to any person, for injury or death of any person, or damage to property caused by or arising out of any acts or omissions of Franchisee, its agents, servants, officers, or employees in the performance of this Franchise and any rights granted within this Franchise. Franchisee shall not indemnify the City for any claims that result out of the City's sole negligence or willful misconduct arising out of this Franchise.

Section 19.2. Inspection or acceptance by the City of any work performed by Franchisee at the time of completion of construction shall not be grounds for avoidance by Franchisee of any of its obligations under this Section 19. . These indemnification obligations shall extend to claims that are not reduced to a suit and any claims that may be compromised, with Franchisee's prior written consent, prior to the culmination of any litigation or the institution of any litigation.

Section 19.3. The City shall promptly notify Franchisee of any claim or suit and request in writing that Franchisee indemnify the City. Franchisee may choose counsel to defend the City subject to this Section 19.3. City's failure to so notify and request indemnification shall not relieve Franchisee of any liability that Franchisee might have, except to the extent that such failure prejudices Franchisee's ability to defend such claim or suit. In the event that Franchisee refuses the tender of defense in any suit or any claim, as required pursuant to the indemnification provisions within this Franchise, and said refusal is subsequently determined by a court having jurisdiction (or such other tribunal that the parties shall agree to decide the matter), to have been a wrongful refusal on the part of Franchisee, Franchisee shall pay all of the City's reasonable costs for defense of the action, including all expert witness fees, costs, and attorney's fees, and including costs and fees incurred in recovering under this indemnification provision. If separate representation to fully protect the interests of both parties is necessary, such as a conflict of interest between the City and the counsel selected by Franchisee to represent the City, then upon the prior written approval and consent of Franchisee, which shall not be unreasonably withheld, the City shall have the right to employ separate counsel in any action or proceeding and to participate in the investigation and defense thereof, and Franchisee shall pay the reasonable fees and expenses of such separate counsel, except that Franchisee shall not be required to pay the fees and expenses of separate counsel on behalf of the City for the City to bring or pursue any counterclaims or interpleader action, equitable relief, restraining order or injunction. The City's fees and expenses shall include all out-of-pocket expenses, such as consultants and expert witness fees, and shall also include the reasonable value of any services rendered by the counsel retained by the City but shall not include outside attorneys' fees for services that are unnecessarily duplicative of services provided the City by Franchisee. Each party agrees to cooperate and to cause its employees and agents to cooperate with the other party in the defense of any such claim and the relevant records of each party shall be available to the other party with respect to any such defense.

Section 19.4. The parties acknowledge that this Franchise may be subject to RCW 4.24.115. Accordingly, 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 Franchisee and the City, its officers, officials, employees, and volunteers, Franchisee's liability shall be only to the extent of Franchisee's negligence. It is further specifically and expressly understood that the indemnification provided constitutes Franchisee's waiver of immunity under Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties.

Section 19.5. Notwithstanding any other provisions of this Section 19. , Franchisee assumes the risk of damage to its Facilities located in the Rights-of-Way and upon City-owned property from activities conducted by the City, its officers, agents, employees, volunteers, elected and appointed officials, and contractors, except to the extent any such damage or destruction is caused by or arises from any sole negligence, intentional misconduct or criminal actions on the part of the City, its officers, agents, employees, volunteers, or elected or appointed officials, or contractors. In no event shall the City be liable for any indirect, incidental, special, consequential, exemplary, or punitive damages, including by way of example and not limitation lost profits, lost revenue, loss of goodwill, or loss of business opportunity in connection with its performance or failure to perform under this Franchise. Franchisee releases and waives any and all such claims against the City, its officers, agents, employees, volunteers, or elected or appointed officials, or contractors. Franchisee further agrees to indemnify, hold harmless and defend the City against any claims for damages, including, but not limited to, business interruption damages, lost profits and consequential damages, brought by or under users of Franchisee's Facilities as the result of any interruption of service due to damage or destruction of Franchisee's Facilities caused by or arising out of activities conducted by the City, its officers, agents, employees or contractors except to the extent any such damage or destruction is caused by or arises from the sole negligence or intentional misconduct, or criminal actions on the part of the City, its officers, agents, employees, volunteers, or elected or appointed officials, or contractors.

Section 19.6. The provisions of this Section 19. shall survive the expiration, revocation, termination, or abandonment of this Franchise.

Section 20. Insurance.

Section 20.1. Franchisee shall procure and maintain for the duration of the Franchise and as long as Franchisee has Facilities in the rights-of-way, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the Franchise and use of the rights-of-way.

(a) No Limitation. Franchisee's maintenance of insurance as required by the Franchise shall not be construed to limit the liability of Franchisee to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

(b) Minimum Scope of Insurance. Franchisee shall obtain insurance of the types and coverage described below:

(i) Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 or equivalent and shall cover liability arising from premises, operations, stop gap liability, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract. There shall be no exclusion for liability arising from explosion, collapse or underground property damage. The City shall be named as an additional insured under Franchisee's Commercial General Liability insurance policy with respect this Franchise using ISO endorsement CG 20 12 05 09 or CG 20 26 07 04, or substitute endorsement providing at least as broad coverage.

(ii) Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be at least as broad as Insurance Services Office (ISO) form CA 00 01 or equivalent.

(iii) If applicable, Contractors Pollution Liability insurance shall be in effect throughout the entire Franchise covering losses caused by pollution conditions that arise from the operations of Franchisee. Contractors Pollution Liability shall cover bodily injury, property damage, cleanup costs and defense, including costs and expenses incurred in the investigation, defense, or settlement of claims.

(iv) Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

(v) Excess or Umbrella Liability insurance shall be excess over and at least as broad in coverage as Franchisee's Commercial General Liability and Automobile Liability insurance. The City shall be named as an additional insured on the Contractor's Excess or Umbrella Liability insurance policy.

(c) Minimum Amounts of Insurance. Franchisee shall maintain the following insurance limits:

(i) Commercial General Liability insurance shall be written with limits no less than $5,000,000 each occurrence, $5,000,000 general aggregate.

(ii) Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of $5,000,000 per accident.

(iii) If applicable, Contractors Pollution Liability insurance shall be written in an amount of at least $2,000,000 per loss, with an annual aggregate of at least $2,000,000.

(iv) Excess or Umbrella Liability insurance shall be written with limits of not less than $5,000,000 per occurrence and annual aggregate. The Excess or Umbrella Liability requirement and limits may be satisfied instead through Franchisee's Commercial General Liability and Automobile Liability insurance, or any combination thereof that achieves the overall required limits.

(d) Other Insurance Provisions. Franchisee's Commercial General Liability, Automobile Liability, Excess or Umbrella Liability, Contractors Pollution Liability insurance policy or policies are to contain, or be endorsed to contain, that they shall be primary insurance as respect the City. Any insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of Franchisee's insurance and shall not contribute with it.

(e) Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII.

(f) Verification of Coverage. Franchisee shall furnish the City with original certificates and a copy of the amendatory blanket endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Franchise. Upon request and no more than annually, by the City, Franchisee shall furnish certified copies of all required insurance policies, including endorsements, required in this Franchise and evidence of all subcontractors' coverage.

(g) Subcontractors. Franchisee shall cause each and every Subcontractor to provide insurance coverage that complies with all applicable requirements of Franchisee-provided insurance as set forth herein, except Franchisee shall have sole responsibility for determining the limits of coverage required to be obtained by Subcontractors. Franchisee shall ensure that the City is an additional insured on each and every Subcontractor's Commercial General liability insurance policy using an endorsement as least as broad as ISO CG 2026.

(h) Notice of Cancellation. Franchisee shall provide the City with written notice of any policy cancellation within two business days of their receipt of such notice.

(i) Failure to Maintain Insurance. Failure on the part of Franchisee to maintain the insurance as required shall constitute a material breach of Franchise, upon which the City may, after giving five business days' notice to Franchisee to correct the breach, terminate the Franchise 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.

(j) City Full Availability of Franchisee Limits. If Franchisee maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by Franchisee, irrespective of whether such limits maintained by Franchisee are greater than those required by this Franchise or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by Franchisee.

(k) Franchisee – Self-Insurance. If Franchisee is self-insured or becomes self-insured during the term of the Franchise, Franchisee or its affiliated parent entity shall comply with the following: (i) provide the City, upon request, a copy of Franchisee's or its parent company's most recent audited financial statements, if such financial statements are not otherwise publicly available; (ii) Franchisee or its parent company is responsible for all payments within the self-insured retention; and (iii) Franchisee assumes all defense and indemnity obligations as outlined in Section 19.

Section 21. Bonds.

Section 21.1. Construction Performance Bond. Upon an application for a permit involving excavation, installation, construction, restoration or relocation of the Facilities and if required by the City, Franchisee shall furnish a performance bond ("Performance Bond") written by a corporate surety reasonably acceptable to the city in an amount equal to 150% of the construction cost, which should not be less than $2,000. The amount of the Performance Bond may be reduced during construction as determined by the City. The Performance Bond shall guarantee the following: (1) timely completion of construction; (2) construction in compliance with all applicable plans, permits, technical codes, and standards; (3) proper location of the Facilities as specified by the City; (4) restoration of the Rights-of-Way and other City properties affected by the construction; (5) submission of as-built drawings after completion of construction; and (6) timely payment and satisfaction of all claims, demands, or liens for labor, materials, or services provided in connection with the work which could be asserted against the City or City property. Said bond must remain in full force until the completion of construction, including final inspection, corrections, and final approval of the work, recording of all easements, provision of as-built drawings, and the posting of a Maintenance Bond as described in Section 21.2.

Section 21.2. Maintenance Bond. Following excavation, installation, construction, restoration or relocation of the Facilities and if required by the City, Franchisee shall furnish a two (2) year maintenance bond ("Maintenance Bond"), or other surety acceptable to the City, at the time of final acceptance of construction work on Facilities within the Rights-of-Way. The Maintenance Bond amount will be equal to ten percent (10%) of the documented final cost of the construction work. The Maintenance Bond in this Section 21.2 must be in place prior to City's release of the bond required by Section 21.1.

Section 21.3. Franchise Bond. Franchisee shall provide City with a bond in the amount of Twenty-Five Thousand Dollars ($25,000.00) ("Franchise Bond") running or renewable for the term of this Franchise, in a form and substance reasonably acceptable to City. In the event Franchisee shall fail to substantially comply with any one or more of the provisions of this Franchise following notice and a reasonable opportunity to cure, then there shall be recovered jointly and severally from Franchisee and the bond any actual damages suffered by City as a result thereof, including but not limited to staff time, material and equipment costs, compensation or indemnification of third parties, and the cost of removal or abandonment of facilities hereinabove described. Franchisee specifically agrees that its failure to comply with the terms of this Section 20.1 shall constitute a material breach of this Franchise. The amount of the bond shall not be construed to limit Franchisee's liability or to limit the City's recourse to any remedy to which the City is otherwise entitled at law or in equity.

Section 22. Abandonment of Franchisee's Facilities.

Section 22.1. Upon the expiration, termination, or revocation of the rights granted under this Franchise, Franchisee shall remove all of its Facilities from the Rights-of-Way within one hundred (120) days) days of receiving written notice from the Public Works Director or designee. The Facilities, in whole or in part, may not be abandoned by Franchisee without written approval by the City. Any plan for abandonment or removal of Franchisee's Facilities must be first approved by the Public Works Director or his/her designee, and all necessary permits must be obtained prior to such work. Franchisee shall restore the Right-of-Way to at least the same condition the Rights-of-Way were in immediately prior to any such removal provided Franchisee shall not be responsible for any changes to the Right-of-Way not caused by Franchisee or any person doing work for Franchisee. Franchisee shall be solely responsible for all costs associated with removing its Facilities.

Section 22.2. Notwithstanding Section 22.1 above, the City may permit Franchisee's improvements to be abandoned in place in such a manner as the City may prescribe. Upon permanent abandonment, and Franchisee's agreement to transfer ownership of the Facilities to the City, Franchisee shall submit to the City a proposal and instruments for transferring ownership to the City.

Section 22.3. Any Facilities which are not removed within one hundred twenty (120) days of either the date of termination or revocation or the date the City issued a permit authorizing removal, whichever is later, shall automatically become the property of the City. Any costs incurred by the City in safeguarding such Facilities or removing the Facilities shall be reimbursed by Franchisee. Nothing contained within this Section 22. shall prevent the City from compelling Franchisee to remove any such Facilities through judicial action when the City has not permitted Franchisee to abandon said Facilities in place.

Section 22.4. If Franchisee leases a structure in the Right-of-Way from a landlord and such landlord later replaces, removes or relocates the structure, for example by building a replacement structure, Franchisee shall remove or relocate its Facilities within the Right-of-Way within ninety (90) days of such notification from the landlord at no cost to the City.

Section 22.5. The provisions of this Section 22. shall survive the expiration, revocation, abandonment, or termination of this Franchise and for so long as Franchisee has Facilities in Rights-of-Way.

Section 23. Forfeiture and Revocation.

Section 23.1. If Franchisee willfully violates or fails to comply with any of the provisions of this Franchise, or through willful misconduct or gross negligence fails to heed or comply with any notice given Franchisee by the City under the provisions of this Franchise, then Franchisee shall, at the election of the Tukwila City Council, forfeit all rights conferred hereunder and this Franchise may be revoked or annulled by the Council after a hearing held upon notice to Franchisee.

Section 23.2. Such hearing shall be open to the public and Franchisee and other interested parties may offer written and/or oral evidence explaining or mitigating such alleged noncompliance. This hearing does not give the right to either the City or Franchisee to conduct discovery, subpoena witnesses, or take depositions. Within thirty (30) days after the hearing, the Tukwila City Council, on the basis of the record, will make the determination as to whether there is cause for revocation, whether the Franchise will be terminated, or whether lesser sanctions should otherwise be imposed. The Tukwila City Council may in its sole discretion fix an additional time period to cure violations. If the deficiency has not been cured at the expiration of any additional time period or if the Tukwila City Council does not grant any additional period, the Tukwila City Council may by resolution declare the Franchise to be revoked and forfeited or impose lesser sanctions. If Franchisee appeals revocation and termination, such revocation may be held in abeyance pending judicial review by a court of competent jurisdiction, provided Franchisee is otherwise in compliance with the Franchise.

Section 24. Remedies to Enforce Compliance.

Section 24.1. The City may elect, without any prejudice to any of its other legal rights and remedies, to obtain an order from the superior court having jurisdiction compelling Franchisee to comply with the provisions of the Franchise and to recover damages and costs incurred by the City by reason of Franchisee's failure to comply. In addition to any other remedy provided herein, the City reserves the right to pursue any remedy to compel or force Franchisee and/or its successors and assigns to comply with the terms hereof, and the pursuit of any right or remedy by the City shall not prevent the City from thereafter declaring a forfeiture or revocation for breach of the conditions herein. In addition to any other remedy provided in this Franchise, Franchisee reserves the right to pursue any remedy available at law or in equity to compel or require the City, its officers, employees, volunteers, contractors and other agents and representatives, to comply with the terms of this Franchise. Further, all rights and remedies provided herein shall be in addition to and cumulative with any and all other rights and remedies available to either the City or Franchisee. Such rights and remedies shall not be exclusive, and the exercise of one or more rights or remedies shall not be deemed a waiver of the right to exercise at the same time or thereafter any other right or remedy. Provided, further, that by entering into this Franchise, it is not the intention of the City or Franchisee to waive any other rights, remedies, or obligations as otherwise provided by law equity, or otherwise, and nothing contained here shall be deemed or construed to effect any such waiver. The parties agree that in the event a party obtains injunctive relief, neither party shall be required to post a bond or other security and the parties agree not to seek the imposition of such a requirement.

Section 24.2. If either party (the "Defaulting Party") shall violate, or fail to comply with any of the provisions of this Franchise, or should it fail to heed or comply with any notice given to such party under the provisions of this Franchise, the other party (the "Non-Defaulting Party") shall provide the Defaulting Party with written notice specifying with reasonable particularity the nature of any such breach and the Defaulting Party shall undertake all commercially reasonable efforts to cure such breach within thirty (30) days of receipt of notification. If the parties reasonably determine the breach cannot be cured within (30) thirty days, the Non-Defaulting Party may specify a longer cure period, and condition the extension of time on the Defaulting Party's submittal of a plan to cure the breach within the specified period, commencement of work within the original thirty (30) day cure period, and diligent prosecution of the work to completion. If the breach is not cured within the specified time, or the Defaulting Party does not comply with the specified conditions, the Non-Defaulting Party may pursue any available remedy at law or in equity as provided in Section 24.1 above, or in the event Franchisee has failed to timely cure or commence cure of the breach, the City may, at its discretion, (1) revoke this Franchise with no further notification pursuant to this Section 24. , (2) refuse to grant additional permits, or (3) claim damages of Two Hundred Fifty Dollars ($250.00) per day against the Franchisee or Franchise Bond set forth in Section 21.3.

Section 25. Non-Waiver.

Section 25.1. The failure of either party to insist upon strict performance of any of the covenants and agreements of this Franchise or to exercise any option herein conferred in any one or more instances, shall not be construed to be a waiver or relinquishment of any such covenants, agreements or option or any other covenants, agreements or option.

Section 26. Acceptance.

Section 26.1. Within sixty days of the approval of this Franchise Ordinance, the Franchisee shall execute and return to the City its execution and acceptance of this Franchise in the form attached hereto as Attachment B. In addition, Franchisee shall submit proof of insurance obtained and additional insured endorsement pursuant to Section 20. , any applicable construction Performance Bond pursuant to Section 21.1, the Franchise Bond required pursuant to Section 21.3, and the administrative fee pursuant to Section 14.1.

Section 27. Survival.

Section 27.1. All of the provisions, conditions, and requirements of Section 6. , Section 7. Section 9. , Section 10. , Section 19. , Section 20. , Section 22. , Section 32.1, Section 35.3 and Section 35.4 of this Franchise shall be in addition to any and all other obligations and liabilities Franchisee may have to the City at common law, by statute, or by contract, and shall survive the City's Franchise to Franchisee for the use of the Franchise Area, and any renewals or extensions thereof. All of the provisions, conditions, regulations and requirements contained in this Franchise shall further be binding upon the heirs, successors, executors, administrators, legal representatives and assigns of Franchisee and all privileges, as well as all obligations and liabilities of Franchisee shall inure to its heirs, successors and assigns equally as if they were specifically mentioned where Franchisee is named herein.

Section 28. Assignment.

Section 28.1. This Franchise may not be directly or indirectly assigned, transferred, or disposed of by sale, lease, merger, consolidation or other act of Franchisee, by operation of law or otherwise, unless prior written consent is provided to the City within sixty (60) days following the assignment. In the case of transfer or assignment as security by mortgage or other security instrument in whole or in part to secure indebtedness, such notice shall not be required unless and until the secured party elects to realize upon the collateral. For purposes of this Section 28.1, no assignment or transfer of this Franchise shall be deemed to occur based on the public trading of Franchisee's stock. Notwithstanding anything to the contrary contained in this Agreement, assignment or transfer shall not include, and any condition to assignment shall not apply in the event of (i) a transfer of this Agreement to an entity which is the parent of Franchisee, subsidiary of Franchisee, affiliate of Franchisee, or shall directly or indirectly control, be controlled by, or be under common control with, Franchisee; (ii) a sale of ownership interest or issuance of new ownership interests, directly or indirectly, in Franchisee; (iii) a change of control; and/or (iv) a transaction in which any entity succeeds to all or substantially all of the assets of Franchisee or to all or substantially all of the assets operated by Franchisee in a specific geographic area whether by merger, consolidation, sale or otherwise, provided such successor entity assumes in full the obligations of Franchisee under this Agreement. Franchisee shall notify the City, in writing, of any such assignment or sublease within ninety (90) days after its occurrence.

Section 29. Entire Agreement.

Section 29.1. This Franchise constitutes the entire understanding and agreement between the parties as to the subject matter herein and no other agreements or understandings, written or otherwise, shall be binding upon the parties upon execution of this Franchise.

Section 30. Extension.

Section 30.1. If this Franchise expires without renewal or is otherwise lawfully terminated or revoked, the City may, subject to applicable law:

(a) Allow Franchisee to maintain and operate its Facilities on a month-to-month basis, provided that Franchisee maintains insurance for such Facilities during such period and continues to comply with this Franchise; or

(b) The City may order the removal of any and all Facilities at Franchisee's sole cost and expense consistent with Section 22.

Section 31. Eminent Domain.

Section 31.1. The existence of this Franchise shall not preclude the City from acquiring by condemnation in accordance with applicable law, all or a portion of the Franchisee's Facilities for the fair market value thereof. In determining the value of such Facilities, no value shall be attributed to the right to occupy the area conferred by this Franchise.

Section 32. Vacation.

Section 32.1. If at any time the City, by ordinance, vacates all or any portion of the area affected by this Franchise, the City shall not be liable for any damages or loss to the Franchisee by reason of such vacation. If Franchisee has Facilities in the vacated portion of the Right-of-Way, the City shall use reasonable efforts to reserve an appurtenant easement for Franchisee within the vacated portion of the Right-of-Way within which Franchisee may continue to operate existing Facilities under the terms of this Franchise for the remaining period of the term set forth in Section 4. Notwithstanding the preceding sentence, the City shall incur no liability for failing to reserve such easement. The City shall notify the Franchisee in writing not less than sixty (60) days before vacating all or any portion of any such area, in which Franchisee is located. The City may, after sixty (60) days written notice to the Franchisee, terminate this Franchise with respect to such vacated area.

Section 33. Hazardous Substances.

Section 33.1. Franchisee shall not introduce or use any hazardous substances (chemical or waste), in violation of any applicable law or regulation, nor shall Franchisee allow any of its agents, contractors or any person under its control to do the same. Franchisee will be solely responsible for and will defend, indemnify and hold the City, its officers, officials, employees, agents and volunteers harmless from and against any and all claims, costs and liabilities including reasonable attorneys' fees and costs, arising out of or in connection with the cleanup or restoration of the property to the extent caused by Franchisee's use, storage, or disposal of hazardous substances, whether or not intentional, and the use, storage or disposal of such substances by Franchisee's agents, contractors or other persons acting under Franchisee's control, whether or not intentional.

Section 33.2. The obligations of the Franchisee under this Section 32.1 shall survive the expiration, revocation, abandonment, earlier termination of the Franchise granted by this Franchise Ordinance.

Section 34. Notice

Section 34.1. Notices must be sent to the physical mailing address set forth below or at such other address as either party specifies in writing. All overnight courier notices shall be deemed to be delivered when actually received or refused. Any Notice or information required or permitted to be given to the parties under this Franchise agreement may be sent to the following addresses unless otherwise specified:

CITY OF TUKWILA	FRANCHISEE
	McLeodUSA Telecommunications Services,
Jen Tetatzin	LLC
6200 Southcenter Blvd	4005 N Rodney Parham Rd
Tukwila, WA 98188	Little Rock, AR 72212
	ATTN: Permitting/Franchises/Legal
E:mail:	
Jen.Tetatzin@TukwilaWA.gov	With a copy to:
Eric.Compton@TukwilaWA.gov	Windstream.legal.notices@windstream.com

Section 34.2. The Franchisee's current emergency contact shall be Network Operations Center and is reachable via the following number 800-236-7284, and shall be available 24 hours a day, seven days a week. The Franchisee shall promptly notify the City of any change in the notice address or emergency contact (or title) and phone number.

Section 35. Miscellaneous.

Section 35.1. Prior to constructing any Facilities, Franchisee shall obtain a business or utility license from the City. Franchisee shall pay promptly and before they become delinquent, all taxes on personal property and improvements owned or placed by Franchisee and shall pay all license fees and public utility charges relating to the conduct of its business, shall pay for all permits, licenses and zoning approvals, shall pay any other applicable tax unless documentation of exemption is provided to the City and shall pay utility taxes and license fees imposed by the City.

Section 35.2. City and Franchisee respectively represent that its signatory is duly authorized and has full right, power and authority to execute this Franchise.

Section 35.3. If a suit or other action is instituted in connection with any controversy arising out of this Franchise, the prevailing party shall be entitled to recover all of its costs and expenses, including such sum as the court may judge as reasonable for attorneys' fees, costs, expenses and attorneys' fees upon appeal of any judgment or ruling.

Section 35.4. This Franchise shall be construed in accordance with the laws of the State of Washington. Venue for any dispute related to this Franchise shall be the United States District Court for the Western District of Washington, or Snohomish County Superior Court.

Section 35.5. Section captions and headings are intended solely to facilitate the reading thereof. Such captions and headings shall not affect the meaning or interpretation of the text herein.

Section 35.6. Where the context so requires, the singular shall include the plural and the plural include the singular.

Section 35.7. Franchisee shall be responsible for obtaining all other necessary approvals, authorizations and agreements from any party or entity and it is acknowledged and agreed that the City is making no representation, warranty or covenant whether any of the foregoing approvals, authorizations or agreements are required or have been obtained by Franchisee by any person or entity.

Section 35.8. This Franchise may be enforced at both law and equity.

Section 35.9. Franchisee acknowledges that it, and not the City, shall be responsible for the premises and equipment's compliance with all marking and lighting requirements of the FAA and the FCC. Franchisee shall indemnify and hold the City harmless from any fines or other liabilities caused by Franchisee's failure to comply with such requirements. Should Franchisee or the City be cited by either the FCC or the FAA because the Facilities or the Franchisee's equipment is not in compliance and should Franchisee fail to cure the conditions of noncompliance within the timeframe allowed by the citing agency, the City may either terminate this Franchise immediately on notice to the Franchisee or proceed to cure the conditions of noncompliance at the Franchisee's expense.

Section 35.10. This Franchise is subject to all current and future applicable federal, State and local laws, regulations and orders of governmental agencies as amended, including but not limited to the Communications Act of 1934, as amended, the Telecommunications Act of 1996, as amended and the Rules and Regulations of the FCC. Neither the City nor Franchisee waive any rights they may have under any such laws, rules, or regulations.

Section 35.11. There are no third party beneficiaries to this Franchise.

Attachment B

STATEMENT OF ACCEPTANCE

McLeodUSA Telecommunications Services, LLC, for itself, its successors and assigns, hereby accepts and agrees to be bound by all lawful terms, conditions and provisions of the Franchise attached hereto and incorporated herein by this reference.

By: ___________________________________ Date: _____________________________
Name: Sarah Hays
Title: Staff Manager, Engineering Support

STATE OF _______________)
)ss.
COUNTY OF _____________)

On this ____ day of _______________, 2026, before me the undersigned, a Notary Public in and for the State of _________________, duly commissioned and sworn, personally appeared, __________________ of ____________________, the company that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said company, for the uses and purposes therein mentioned, and on oath stated that he/she is authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the date hereinabove set forth.

____
Signature

____
NOTARY PUBLIC in and for the State of __________________,
Residing at ________________________
MY COMMISSION EXPIRES: _________________________.

City of Tukwila

Thomas McLeod, Mayor
Marty Wine, City Administrator

ITEM NO.
5.I.

AGENDA BILL

Agenda Item	Amendment to 2025-2026 Contract for Public Defense Services
Sponsor	Cheryl Thompson, Executive Coordinator Mayor's Office
Legislative History	July 13, 2026 Community Services & Safety Committee July 20, 2026 Regular Meeting Consent Agenda
Recommended Motion	☐ Discussion Only ☒ Action Requested **MOVE TO** authorize the Mayor to execute a contract amendment with Kirshenbaum & Goss, Inc. P.S. increasing compensation for 2026 in the amount of $49,000

EXECUTIVE SUMMARY

Public Defense caseload standards have changed effective January 1, 2026, and case filings have continued to increase. In order to provide services for the remainder of 2026, and going forward, Kirshenbaum & Goss, Inc. P.S. need to hire an additional attorney to comply with caseload standards. This contract amendment increases the compensation paid to the firm by an additional $9,800 per month, totaling $47,400 per month.

DISCUSSION

The Sixth Amendment of the United States Constitution requires that people accused of serious crimes who cannot afford to pay for private counsel be provided with an attorney. Responsibility for upholding the mandate of the Sixth Amendment lies with the states, although in Washington State this responsibility has been delegated to counties and municipalities that have judicial branches. The City of Tukwila contracts for public defense services to provide legal representation for indigent criminal defendants who qualify for appointment of counsel.

As caseloads have continued to increase in 2026, and after evaluation of current caseloads in conjunction with the reduction in the number of misdemeanor cases each public defense attorney is now allowed to handle each year, it has been determined that an additional attorney is needed for the remainder of 2026. Without an additional attorney, Kirshenbaum & Goss are on track to hit the caseload maximum by October 2026, and the City would need to contract with another attorney to continue to provide this mandated service.

FINANCIAL IMPACT

Complete for all items with fiscal implications Disclaimer: Final terms and scope of work subject to review by the City Attorney		
☐ Expenditure - Budgeted ☒ Expenditure - Unbudgeted ☐ Expenditure - Grant-Funded ☐ Revenue – One-Time (e.g. asset sale, surplus equipment) ☐ Revenue - Ongoing	Expenditures: $49,000 Revenues(if applicable):	Fund Source: General Fund

Contractor (if applicable)	Kirshenbaum & Goss
Scope of Work	To provide legal representation for indigent criminal defendants who qualify for appointment of counsel. Representation is provided from the time of screening for eligibility through trial, sentencing and appeals to the superior court, if necessary.
Amount	$49,000
Duration	August 1, 2026 – December 31, 2026
Additional Comments:	

ATTACHMENTS

- Amendment #3 for Contract No. 24-145 with Kirshenbaum & Goss, Inc. P.S.
- Minutes from 07/13/2026 Finance & Governance Committee Meeting

City of Tukwila
6200 Southcenter Boulevard, Tukwila WA 98188

Agreement Number:

CONTRACT FOR SERVICES

Amendment #3

Between the City of Tukwila and Kirshenbaum & Goss, Inc. PS.

That portion of Contract No. 24-145 between the City of Tukwila and Kirshenbaum & Goss, Inc. PS is hereby amended as follows:

Section 2: Compensation and Method of Payment. The City shall pay the Contractor for services rendered according to the rate and method set forth on Exhibit B attached hereto and incorporated herein by this reference. Base Compensation is in consideration of a caseload not to exceed 960 cases per year. In compliance with the public defense standards, the case counts include the Contractor's appearance at 48 arraignment calendars per year.

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

Dated this _________ day of July, 2026.

CITY OF TUKWILA	CONTRACTOR:
______________________________	___________________________________
Thomas McLeod, Mayor	David Kirshenbaum

CT

Attest/Authenticated:

____
Andy Youn-Barnett, City Clerk

Approved as to Form:

____
City Attorney's Office

EXHIBIT B - COMPENSATION AND METHOD OF PAYMENT

1. Base Compensation Rate. Effective August 1, 2026, for all public defense services set forth in Exhibit A, Contractor shall be paid a flat monthly fee of $47,400, which includes $2,000 per month Office of Public Defense (OPD) grant funds to compensate for additional services provided as outlined in Exhibit A Sections 12 & 13. Should provision of the additional services be modified in any way, compensation will be adjusted accordingly.

2. Caseload Compensation. Caseload assignments will be evaluated on a quarterly basis. Effective August 1, 2026, for each case per quarter over 290 cases additional compensation will be provided at the rate of $550 per case.

3. Possession and Public Use Cases: Simple Possession Advocacy and Representation (SPAR) grant funds have been awarded for FY2027 in the amount of $15,000. Possession or public use of a controlled substance cases will be paid at a separate rate of $500 per case until funds are expended.

4. Appeals. The City shall pay the Attorney an additional sum of $800 per RALJ appeal filed with the King County Superior Court in which a brief has been filed by the Contractor.

5. Community Court. The Tukwila Municipal Court is researching implementation of a cross-jurisdictional Community Court. If a Community Court is implemented during the term of this contract, the impact to provision of public defense services for the Community Court will be assessed and compensation will be adjusted accordingly.

6. Preauthorized Non-Routine Expenses. Non-routine case expenses requested by Attorney and preauthorized by order of the Tukwila Municipal Court. Non-Routine expenses include, but are not limited to:
   a. Medical and psychiatric evaluations;
   b. Expert witness fees and expenses;
   c. Interpreters for languages not commonly spoken in the city or interpreters;
   d. Investigation expenses;
   e. Medical, school, birth, DMV, 911, emergency communication recordings and logs, and other similar records when the cost of an individual item does not exceed $75; and
   f. Any other non-routine expenses the Tukwila Municipal Court finds necessary and proper for the investigation, preparation, and presentation of a case.

7. Invoices. The Contractor shall invoice the City by the fifth day of the month for all cases assigned to him/her for the previous month. The bill shall delineate the following:
   - City compensation;
   - Miscellaneous Charges: Copies of invoices and/or receipts shall be attached to the bill; and
   - A list of the cases assigned for the month including the defendant's full name, case number, charges, date of assignment & date of first contact.

City of Tukwila

City Council Finance & Governance Committee

Meeting Minutes
July 13, 2026 – 5:30 p.m. – Hybrid Meeting; Hazelnut Conference Room & MS Teams

Councilmembers Present:	Verna Seal, Chair; Dennis Martinez, Hannah Hedrick
Staff Present:	Marty Wine, Aaron BeMiller, Tony Cullerton, Megan Marks, Cheryl Thompson, Jen Tetatzin

I. BUSINESS AGENDA

A. <u>Contract Amendment: Public Defense Services</u>
Staff is seeking approval of a contract amendment with Kirshenbaum & Goss, Inc. P.S. in the amount of $49,000 for additional attorney services through 2026.

Committee Recommendation
Unanimous approval. Forward to July 20, 2026 Regular Meeting Consent Agenda.

B. <u>Ordinance: 2025-2026 Biennium Budget Amendment</u>
Staff is seeking approval of an ordinance that would amend the 2025-2026 budgets for Finance Department, Department of Community Development, Municipal Court, and Mayor's Office.

Committee Recommendation
Unanimous approval. Forward to July 27, 2026 Committee of the Whole.

C. <u>2027-2028 Budget Process</u>
Staff presented a status update on the budget development and review process.

Committee Recommendation
Discussion only.

D. <u>May 2026 Monthly Financial Report</u>
Staff presented the report.

Committee Recommendation
Discussion only.

MISCELLANEOUS

The meeting adjourned at 6:16 p.m.

VS
Committee Chair Approval

City of Tukwila

Thomas McLeod, Mayor
Marty Wine, City Administrator

ITEM NO.
6.A. & 7.A.

AGENDA BILL

Agenda Item	Hearing on Moratorium for Correctional Institutions and Detention Facilities
Sponsor	Brandon Miles, Director of Strategic Initiatives & Government Relations Nora Gierloff, Director of Community Development
Legislative History	July 20, 2026 Regular Meeting August 17, 2026 Regular Meeting
Recommended Motion	☒ Discussion Only ☐ Action Requested

EXECUTIVE SUMMARY

On February 23, 2026, the Council passed an emergency ordinance to enact a temporary moratorium on the acceptance of applications to establish, locate, operate, develop, or license a correctional institution or any detention or related facility for the detention, transportation, and food services for people detained by state, local, or federal law enforcement. That moratorium will expire on August 23, 2026, and the hearing on July 20, 2026 is to take comment on whether there is a need for an extension to complete related studies or other workplan items.

DISCUSSION

In December, the Department of Homeland Security released a pre-solicitation notice for a service provider to create a facility close to Seattle and with proximity to airport services providing for comprehensive detention, transportation and food services for detainees. Tukwila adopted a moratorium on the siting of essential public facilities, specifically correctional institutions, detention facilities, or related facilities, in order to allow time for the public outreach called for in the City's Comprehensive Plan, Land Use Element, Policy LU-6.1, which provides as follows:

> Policy LU-6.1: Ensure that any discussion of sitting or expanding essential public facilities or facilities of regional importance use a process that incorporates broad public involvement, especially from historically marginalized and disproportionately burdened communities, and that impacts and benefits are equitably dispersed.

Ordinance No. 2782 was adopted on an emergency basis and was immediately effective. It will expire six months from its passage, August 23, 2026, unless extended or terminated earlier by subsequent Council action. A moratorium ordinance may be renewed for one or more six-month periods if a subsequent public hearing is held and findings of fact are made prior to each renewal pursuant to RCW 35A.63.220.

To date there has been no notice to the City that siting a detention facility within our boundaries is under consideration. Therefore, the process called for in our Comprehensive Plan of identifying impacts, initiating public outreach, and proposing possible mitigation measures has not occurred. Items for Council consideration:

- Should we refine the language in the moratorium to make it clear that it does not apply to mental health facilities?
- What areas of the City would be appropriate for a detention center use?
- What impacts to City services would be expected from the establishment of a detention center use?
- What mitigation measures would be needed to address those impacts?
- Are there areas of the City that lack the infrastructure needed to accommodate a large institutional use?
- Does Tukwila already accommodate more than its regional fair share of essential public facilities on a per capita basis?

ATTACHMENTS
None

City of Tukwila

Thomas McLeod, Mayor
Marty Wine, City Administrator

ITEM NO.
7.B.

AGENDA BILL

Agenda Item	Rental Housing Update
Sponsor	Nora Gierloff, DCD Director
Legislative History	June 22, 2026 Planning & Community Development Committee July 13, 2026 Committee of the Whole July 20, 2026 Regular Meeting
	☐ Discussion Only ☒ Action Requested
Recommended Motion	**MOVE TO** adopt the ordinance amending the Residential Rental Business License and Inspection Program to include an inspection incentive program as Codified at TMC 5.06.

EXECUTIVE SUMMARY

Ordinance to provide reduced inspection requirements for well-maintained residential rental properties.

DISCUSSION

The rental housing program has drafted an ordinance that would provide an incentive that would allow well managed properties (no unit failures and minimal corrections) to reduce the number of units that need to be inspected at their 4-year inspection cycle. This will help staff to focus on the properties with significant health and safety concerns and provide a financial incentive for landlords to proactively maintain their properties. An insightful article about the value of proactive rental inspection programs can be found here.

The proposed incentive will replace an older, unused one linked to the Police Department's prior Crime Free Rental Housing Program that has been replaced by Crime Prevention Through Environmental Design (CPTED). The CPTED program focuses on exterior building and site design, not on living conditions within the units, so isn't a good measure of residential unit maintenance.

In addition, there are also a few housekeeping items such as:

- Requiring private inspectors to send their reports directly to the City rather than to the property owner,
- Increasing the size of properties eligible to use the City's inspector rather than a private inspector from 5 to 13 units, and
- Changing the inspection deadline from December 31 to September 30.

FINANCIAL IMPACT

Most of the waived inspections would have been performed by private inspectors, not City Code Enforcement Officers, so no significant changes to revenue generated by the Rental Housing Inspection program are anticipated from this ordinance.

ATTACHMENTS

Final Ordinance

City of Tukwila

Washington

Ordinance No. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TUKWILA, WASHINGTON, UPDATING THE CITY OF TUKWILA'S RESIDENTIAL RENTAL BUSINESS LICENSE AND INSPECTION PROGRAM REQUIREMENTS TO INCLUDE AN INCENTIVE-BASED PROGRAM; AS CODIFIED AT TUKWILA MUNICIPAL CODE SECTIONS 5.06.050 "INSPECTION REQUIRED"; 5.06.140, "CERTIFICATE OF COMPLIANCE VALIDITY AND RENEWAL"; AND 5.06.210, "APPEAL"; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City maintains a Residential Rental Business License and Inspection Program, pursuant to Tukwila Municipal Code (TMC) Chapter 5.06, which requires rental unit owners to obtain a residential rental business license as well as periodic inspections; and

WHEREAS, the program has significantly improved and maintained the condition of the City's rental housing stock; and

WHEREAS, in response to property owner requests the City would like to extend the option to use City inspectors to complexes of up to 12 units; and

WHEREAS, references to the Police Department's Crime Free Multi-Family Housing Program should be deleted as that program is no longer active and did not focus on living conditions within the units; and

WHEREAS, the City would like to incentivize pro-active property maintenance by reducing the number of inspections required in subsequent cycles for properties where all units meet safety and health standards; and

WHEREAS, the ordinance amendments are procedural in nature, and are therefore categorically exempt from the State Environmental Policy Act (SEPA) review pursuant to WAC 197-11-800(19);

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF TUKWILA,

WASHINGTON, HEREBY ORDAINS AS FOLLOWS:

Section 1. TMC 5.06.050 Inspection Required Amended. Ordinance Nos. 2281 §1 (part); 2459 § 2; 2519 § 3; and 2600 § 1, as codified at Tukwila Municipal Code (TMC) Section 5.06.050, are hereby amended to read as follows:

5.06.050 Inspection Required.

A. The property owner is responsible for obtaining an inspection of each rental unit no later than September 30 of the year the Certificate of Compliance expires. If a non-City inspector is utilized the inspector shall submit the Inspection Checklist directly to the Code Official.

B. When a unit changes from owner occupancy to a rental, the inspection must occur before the unit is occupied by the tenant. An inspection is not required the year a Certificate of Occupancy is issued for a newly-constructed building, and thereafter the building will be inspected according to the quadrant in which it is located.

C. Owners of complexes with 13 or more units are required to utilize a non-City inspector. Owners of rental properties with fewer than 13 units may utilize a City inspector or a non-City inspector. Non-City inspectors must meet the qualifications defined herein, be preapproved by the City, and may not have a financial interest in the property. The City shall provide the Inspection Checklist to the owner with the application form.

D. The code official shall issue a Certificate of Compliance for rental units that comply with applicable laws based on a submitted Inspection Checklist. If using a non-City inspector, the owner shall be responsible for making the inspection arrangements with the non-City inspector.

E. The code official shall audit Inspection Checklists submitted by private inspectors and based on audit results may reinspect units on that property or inspected by that inspector.

F. Submittal of an Inspection Checklist that the owner knows or should have known is false may result in revocation of the residential rental business license and penalties defined in TMC Section 5.06.200.

G. An Inspector may be removed from the City's approved list for reasons including, but not limited to:

1. Submittal of an Inspection Checklist that the inspector knows or should have known is false.

2. Conviction for any crime that occurs in connection with an inspection.

3. Failure to hold a valid Tukwila business license.

H. Incentive-Based Inspection Program.

1. Purpose. The purpose of this subsection is to establish a performance-based inspection incentive for rental properties that consistently demonstrate full compliance with applicable housing, maintenance, and life-safety standards, while maintaining the City's inspection authority and tenant protections.

2. Applicability. This program applies to all rental properties subject to this chapter, except rentals containing only one dwelling unit.

3. A property shall qualify for the incentive under this subsection only if all units on the property receive a passing inspection score (24 or fewer deficiency points), and the average number of rental inspection deficiency points across all units is 15 or fewer.

4. Modified Inspection Incentive. Any property that meets all qualifications for incentive status under TMC 5.06.050(H)(3) shall be entitled to receive a modified inspection at the next scheduled four-year inspection cycle. The City shall conduct the modified inspection consisting of twelve (12) randomly selected units, or fifty (50) percent of the total units if the property contains fewer than twenty-five (25) units. Private inspections shall not be permitted for modified inspections under this program.

5. Inspection Outcomes. If all inspected units receive a passing inspection score (24 or fewer deficiency points), and the average number of rental inspection deficiency points across all units is 15 or fewer, no further inspection shall be required for that cycle, and the property shall continue within the standard four-year inspection rotation. If any inspected unit fails (25 or more deficiency points), the incentive status shall be revoked for that cycle, the property shall be required to complete a full inspection of all units, and standard enforcement and reinspection requirements shall apply.

6. Courtesy Inspection Safeguard. Nothing in this subsection limits the authority of the City to conduct inspections in response to complaints or tenant requests for a courtesy inspection. If a property participating in the incentive program fails a courtesy inspection, the incentive status shall be revoked, and the property shall be required to complete a full inspection of all units at the next scheduled inspection cycle.

7. Requalification. A property that loses eligibility under this subsection may requalify at the next inspection cycle if all units on the property receive a passing inspection score (24 or fewer deficiency points), and the average number of rental inspection deficiency points across all units is 15 or fewer.

8. No Limitation on Authority. Nothing in this subsection modifies or limits the City's

inspection authority, enforcement actions or penalties, tenant complaint processes, or the standard four-year inspection cycle structure.

Section 2. TMC 5.06.140 Certificate of Compliance Validity and Renewal Amended. Ordinance Nos. 2281 §1 (part); 2459 §8; and Ord. 2519 § 4, as codified at Tukwila Municipal Code (TMC) Section 5.06.140 are hereby amended to read as follows:

5.06.140 Certificate of Compliance Validity and Renewal

Certificates of Compliance expire on September 30th, four years from the date of issuance by the City. Failure to renew the Certificate of Compliance every four years shall result in the non-issuance or revocation of the rental business license for that unit.

Section 3. TMC 5.06.210 Appeal Amended. Ordinance Nos. 2281 §1 (part) and 2496 § 7, as codified at Tukwila Municipal Code (TMC) Section 5.06.210 subsection B are hereby amended to read as follows:

5.06.210 Appeal

B. Upon timely filing of a notice of appeal, the Community Development Director shall schedule a hearing on the appeal before the City's Hearing Examiner or other hearing body. The hearing shall be conducted no later than 30 business days from the date of the notice of appeal, unless an extension is agreed to by the appellant or otherwise ordered by the Hearing Examiner or other hearing body for good cause shown. Notice of the hearing will be mailed to the owner.

Section 4. Corrections by City Clerk or Code Reviser Authorized. Upon approval of the City Attorney, the City Clerk and the code reviser are authorized to make necessary corrections to this ordinance, including the correction of clerical errors; references to other local, state or federal laws, codes, rules, or regulations; or ordinance numbering and section/subsection numbering.

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 five days after passage and publication as provided by law.

[signatures to follow]

PASSED BY THE CITY COUNCIL OF THE CITY OF TUKWILA, WASHINGTON, at a Regular Meeting thereof this _______ day of ___________________, 2026.

ATTEST/AUTHENTICATED:

____
Andy Youn-Barnett, CMC, City Clerk

____
Thomas McLeod, Mayor

APPROVED AS TO FORM BY:

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Office of the City Attorney

Filed with the City Clerk: _____________
Passed by the City Council: ___________
Published: ________________________
Effective Date: _____________________
Ordinance Number: _________________

City of Tukwila

Thomas McLeod, Mayor
Marty Wine, City Administrator

ITEM NO.
7.C.

AGENDA BILL

Agenda Item	Miscellaneous Code Amendment Ordinances and Fee Resolution
Sponsor	Neil Tabor, Senior Planner Department of Community Development
Legislative History	June 8, 2026 Planning & Community Development Committee July 13, 2026 Committee of the Whole July 20, 2026 Regular Meeting
Recommended Motion	☐ Discussion Only ☒ Action Requested **MOVE TO** adopt the ordinances and resolution to amend Title 8, Title 11, Title 17, Title 18, and Title 19 of the TMC and adopt a resolution to update the associated consolidated permit fee schedule.

EXECUTIVE SUMMARY

This package includes ordinances updating five titles of the municipal code and one corresponding fee resolution update. Proposed amendments, detailed under discussion, include correction of errors, clarifications for consistency of language or application of standards and some minor substantive updates to development standards. Staff is requesting this item be forwarded to the July 13, 2026 Committee of the Whole meeting for a public hearing.

DISCUSSION

Since the periodic update to the comprehensive plan, associated amendments to zoning standards and development regulations and amendments to comply with other changes in state law have required significant alterations to zoning districts, development standards and other regulations. These updates also presented opportunities to better align standards with goals adopted through the comprehensive plan and streamline formatting, phrasing and presentation of the Tukwila Municipal Code (TMC) for ease of use for both staff and applicants.

In utilizing the updated code, staff identified impacts of recent amendments that left inconsistencies, lacked clarity or had room for improvement. In an effort to constantly improve the TMC, staff compiled a package of code amendment items which, while not adding especially complex or substantive amendments to any one area of code, better aligns City regulations with desired processes and outcomes.

Below is a table of generalized code amendment topics by ordinance or resolution. Full text of proposed amendments can be found within the corresponding sections of the attached ordinances. Common proposed amendments within the package include updates to zoning district references for consistency with changes which occurred from the consolidation of the LDR and MDR zoning districts to the CR zoning district in the middle housing updates, removal of outdated or partially removed sections of code, clarification of code language ambiguity or typos, small updates to comply with state law changes, and scenario specific regulation additions.

Summary of proposed amendments by ordinance and resolution

Title 8 Ordinance

Code Section	Section in Ordinance	Brief Summary of Amendment
8.22.020(8)(a)	2	Correcting reference to zoning districts.

Title 11 Ordinance

Code Section	Section in Ordinance	Brief Summary of Amendment
11.08.050	2	Correcting typo and clarifying application of permit type.

Title 17 Ordinance

Code Section	Section in Ordinance	Brief Summary of Amendment
17.20.030(E)	2	Clarifying alignment standards for new lots in subdivisions.
17.20.030(F)	3	Reestablishing previously deleted standard for planting of new trees within subdivisions.

Title 18 Ordinance

Code Section	Section in Ordinance	Brief Summary of Amendment
18.06.063	2	New definition of bay window for clarification with design standards.
18.06.680	2	Expanding definition of research and development facility to include aerospace manufacturing.
18.06.740	2	Clarification of setback definition to comply with state law.
18.06.781	2	Addition of sleeping unit definition consistent with co-living standards.
18.06.950	2	Correcting reference to zoning districts.
18.10.040	3	Clarifying phrasing language.
18.28.030(D)	4	Clarification that installation of HVAC equipment and solar panels does not trigger design review.
18.40.080	5	Correcting reference to zoning districts.
18.44.030	6/Exhibit A	Reestablishing shoreline use table footnotes that were unintentionally omitted in a previous update.
18.45.050	7	Rewrite of Critical Area Designation permit type to allow applicants broader flexibility.
18.45.158(C)(2)	8	Amending tree permit review type for ease of application.
18.50.045	9	Elimination of outdated regulations regarding airport height.
18.50.170	10	Updating lighting standards for consistency with industry language.
18.52.020	11	Clarification in application of standards.
18.52.040	12	Correcting reference to zoning districts.
18.52.050(A)	13	Correcting reference to zoning districts.
18.54.070	14	Updating tree replacement standards to treat single family and middle housing the same and to protect replacement trees.
18.56.065	15	Clarification in application of standards regarding permitted number of driveways.

18.58.065	16	New section to address temporary wireless communication facilities during construction and special events.
18.60.040	17	Clarification in application of design review standards to ADUs.
18.60.060	18	Clarification in application of design review standards to ADUs.
18.70.050	19	Removal of redundant nonconformance provision.
18.70.130	20	Elimination of defunct code section relating to an expired time-limited cargo container permitting program.
18.80.020	21	Clarification of distinction between public and private comprehensive plan amendment items.
18.104.010	22	Updating permit types to streamline review.
Figure 18-13	23	Repealing figure associated with previously repealed code section.
Table 18-6	24/Exhibit B	Updating footnotes for state law consistency and correcting reference typos.

Title 19 Ordinance

Code Section	Section in Ordinance	Brief Summary of Amendment
19.08.180	2	Correcting reference to zoning districts.
19.08.225	3	Correcting reference to zoning districts.

Fee Resolution

Section in Resolution	Brief Summary of Amendment
1	Restructuring fee for Critical Area Designation to clarify passthrough costs to applicant.

TMC 18.82.020 *Decision Criteria* provides criteria for analysis of a proposed development regulation amendment as depicted in full below.

18.82.020. Decision Criteria.

A. *The following criteria shall be used to review an amendment to development regulations:*
   1. *Is the amendment consistent with the Comprehensive Plan?*
   2. *Does the amendment meet at least one of the following criteria:*
      a. *Eliminates conflicts between TMC and the Comprehensive Plan; or*
      b. *Accomplishes policy directives of the Council or Administration; or*

Corrects an error or errors in the TMC.

The proposed amendments prepared by staff comply with all decision criteria, in particular supporting consistency with the Comprehensive Plan and eliminating conflicts between the TMC and Comprehensive Plan. Housing Element policies such as H1.2 and H1.3 below are supported by updates to streamline permit types and allow simpler noticing procedures or providing more setback flexibility for highly efficient homes.

Policy H1.2 *Identify and remove excessive regulatory barriers to housing production.*

Policy H1.3 *Modify residential zoning designations and development standards to align with City goals, and periodically assess the amount of housing produced under these standards.*

Similarly, amendments to reestablish tree planting requirement with subdivisions and amending tree replanting standards in the event of tree removals supports overall goals and policies within the Natural Environment Element shown below.

Goal EN-11 *Overall City tree canopy increased in diversity and total cover, with an increase in the use of native species, by 2034, and No Net Loss of canopy cover in individual zoning categories, or environmentally critical areas and open spaces*

Policy EN-11.1 *The City shall adopt and implement updated tree canopy goals and shall continue to amend policies to support stormwater management and water quality improvement in receiving waters. The City will provide mapping of City-owned or operated properties with tree canopy no later than December 31, 2028, as based on available existing data.*

Additionally, proposed amendments clarifying the correct zoning districts, reestablishing footnotes or erroneous references aim to correct errors in the TMC, consistent with Decision Criteria in TMC 18.82.020(A)(2)(b). Staff believes this package of proposed amendments is consistent with Decision Criteria for consideration of code amendments to development regulations.

18.82.030. Staff Report.

A. *Prior to consideration of any proposed amendment, the Department shall prepare and submit to the reviewing body a staff report that addresses the following:*

   1. *An evaluation of the application materials;*

   2. *Impact upon the Tukwila Comprehensive Plan and Zoning Code;*

   3. *Impact upon surrounding properties, if applicable;*

   4. *Alternatives to the proposed amendment; and*

   5. *Appropriate code citations and other relevant documents.*

B. *The Department's report shall transmit a copy of the application for each proposed amendment, any written comments on the proposals received by the Department, and shall contain the Department's recommendation on adoption, rejection, or deferral of each proposed change.*

TMC 18.82.030 *Staff Report* provides information to inform decisions on proposed amendments, listed above. As a staff initiated amendment package many of the criteria, such as evaluation of application materials will not apply. Please refer to the summarized table of proposed amendments by section and the attached ordinance language for further details and references to code citations. As a code amendment package largely focusing on clarity, consistency and minor changes to existing, impacts to surrounding properties are expected to be minimal, if any.

FINANCIAL IMPACT

Amendments in the fee resolution more accurately represent the passthrough cost of consultant review in the critical area designation process. This amendment is not anticipated to change the amount of revenue the City receives.

ATTACHMENTS

1. Title 8 Ordinance (final version)
2. Title 11 Ordinance (final version)
3. Title 17 Ordinance (final version)
4. Title 18 Ordinance *(final version)*
5. Title 19 Ordinance (final version)
6. Fee Resolution (final version)
7. Minutes from 06/08/26 Planning & Community Development Committee Meeting

City of Tukwila

Washington

Ordinance No. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TUKWILA, WASHINGTON, UPDATING REFERENCES PURSUANT TO CHANGES IN ZONING DISTRICTS AS CODIFIED AT TUKWILA MUNICIPAL CODE (TMC) SECTION 8.22.020(8)(A); DEFINITION OF "RESIDENTIAL DISTRICT"; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, Tukwila Municipal Code ("TMC") Title 8 regulates Public Peace, Morals and Safety in the City of Tukwila; and

WHEREAS, the City Council adopted Ordinance 2762 on June 16, 2025 to rezone the Low Density Residential (LDR) and Medium Density Residential (MDR) zoning districts to Community Residential (CR); and

WHEREAS, the City desires to ensure consistency through the Tukwila Municipal Code; and

WHEREAS, on June 4, 2026, the City's State Environmental Policy Act (SEPA) Responsible Official issued a Determination of Non-Significance on the proposed amendments; and

WHEREAS, the Tukwila City Council held a property noticed public hearing on July 13, 2026; and

WHEREAS, on July 20, 2026, after considering the analysis and proposed code amendments prepared by City Staff, and the public comments received, the City Council desire to adopt code amendments as set forth herein.

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

Section 1. Adoption of Findings of Fact. The City Council finds as follows:

A. The above recitals, set forth as “WHEREAS” clauses, are hereby adopted as Findings of Fact in support of the adoption of this ordinance.

B. The amendments that are established below comply with the requirements of the Washington State Growth Management Act and the Tukwila Municipal Code.

Section 2. TMC Section 8.22.020 Amended. Ordinances No. 2293 §3 and 2723 §3, as codified at Tukwila Municipal Code (TMC) 8.22.020(8)(a), “Residential district” is hereby amended to read as follows:

a. "Residential district" includes zones designated as CR and HDR;

Section 3. Corrections by City Clerk or Code Reviser Authorized. Upon approval of the City Attorney, the City Clerk and the code reviser are authorized to make necessary corrections to this ordinance, including the correction of clerical errors; references to other local, state or federal laws, codes, rules, or regulations; or ordinance numbering and section/subsection numbering.

Section 4. 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 5. Effective Date. This ordinance or a summary thereof shall be published in the official newspaper of the City, and shall take effect and be in full force five days after passage and publication as provided by law.

PASSED BY THE CITY COUNCIL OF THE CITY OF TUKWILA, WASHINGTON, at a Regular Meeting thereof this _______ day of ___________________, 2026.

ATTEST/AUTHENTICATED:

____
Andy Youn-Barnett, CMC, City Clerk

____
Thomas McLeod, Mayor

APPROVED AS TO FORM BY:

Filed with the City Clerk:______________
Passed by the City Council:____________
Published:__________________________
Effective Date:_______________________
Ordinance Number:___________________

____
Office of the City Attorney

City of Tukwila

Washington

Ordinance No. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TUKWILA, WASHINGTON, UPDATING CLASSES OF RIGHT-OF-WAY PERMITS TO ENSURE CLARITY AS CODIFIED AT TUKWILA MUNICIPAL CODE (TMC) SECTION 11.08.050; "RIGHT-OF-WAY USE PERMITS"; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, Tukwila Municipal Code ("TMC") Title 11 regulates Right-Of-Way Use in the City of Tukwila; and

WHEREAS, the City desires to ensure consistency through the Tukwila Municipal Code; and

WHEREAS, on June 4, 2026, the City's State Environmental Policy Act (SEPA) Responsible Official issued a Determination of Non-Significance on the proposed amendments; and

WHEREAS, the Tukwila City Council held a property noticed public hearing on July 13, 2026; and

WHEREAS, on July 20, 2026, after considering the analysis and proposed code amendments prepared by City Staff, and the public comments received, the City Council desire to adopt code amendments as set forth herein.

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

Section 1. Adoption of Findings of Fact. The City Council finds as follows:

A. The above recitals, set forth as "WHEREAS" clauses, are hereby adopted as Findings of Fact in support of the adoption of this ordinance.

B. The amendments that are established below comply with the requirements of the Washington State Growth Management Act and the Tukwila Municipal Code.

Section 2. TMC Section 11.08.050 Amended. Ordinance Numbers 1995 §1 (part) and 2682 §7, as codified at TMC 11.08.050, "Right-Of-Way Use Permits" is hereby amended to read as follows:

11.08.050. Right-Of-Way Use Permits.

A. The following classes of right-of-way use permits are hereby established:

1. Public Works Permit. These permits may be issued to applicants who do not hold a current franchise with the City.

2. Public Works Franchise Permit. These permits may be issued to applicants who hold a current franchise with the City.

3. Annual Blanket Activities Permit. These permits may be issued to current franchise holders on an annual basis to undertake blanket activities as defined by this chapter.

Section 3. Corrections by City Clerk or Code Reviser Authorized. Upon approval of the City Attorney, the City Clerk and the code reviser are authorized to make necessary corrections to this ordinance, including the correction of clerical errors; references to other local, state or federal laws, codes, rules, or regulations; or ordinance numbering and section/subsection numbering.

Section 4. 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 5. Effective Date. This ordinance or a summary thereof shall be published in the official newspaper of the City, and shall take effect and be in full force five days after passage and publication as provided by law.

PASSED BY THE CITY COUNCIL OF THE CITY OF TUKWILA, WASHINGTON, at a Regular Meeting thereof this _______ day of ___________________, 2026.

ATTEST/AUTHENTICATED:

_______________________________ _______________________________

Andy Youn-Barnett, CMC, City Clerk Thomas McLeod, Mayor

APPROVED AS TO FORM BY:

____
Office of the City Attorney

Filed with the City Clerk:_______________
Passed by the City Council:____________
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Ordinance Number:___________________

City of Tukwila

Washington

Ordinance No. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TUKWILA, WASHINGTON, UPDATING REFERENCES PURSUANT TO CHANGES IN ZONING DISTRICTS AS CODIFIED AT TUKWILA MUNICIPAL CODE (TMC) SECTIONS 17.20.030(E) AND 17.20.030(F); "LOTS" AND "LANDSCAPING"; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, Tukwila Municipal Code ("TMC") Title 17 regulates Subdivisions and Plats in the City of Tukwila; and

WHEREAS, the City has adopted goals and policies to enhance tree canopy cover in the Comprehensive Plan; and

WHEREAS, the City has adopted policies to promote housing development through clarification of development in the Comprehensive Plan; and

WHEREAS, the City desires to ensure clarity through the Tukwila Municipal Code; and

WHEREAS, on June 4, 2026, the City's State Environmental Policy Act (SEPA) Responsible Official issued a Determination of Non-Significance on the proposed amendments; and

WHEREAS, the Tukwila City Council held a property noticed public hearing on July 13, 2026; and

WHEREAS, on July 20, 2026, after considering the analysis and proposed code amendments prepared by City Staff, and the public comments received, the City Council desire to adopt code amendments as set forth herein.

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

Section 1. Adoption of Findings of Fact. The City Council finds as follows:

A. The above recitals, set forth as “WHEREAS” clauses, are hereby adopted as Findings of Fact in support of the adoption of this ordinance.

B. The amendments that are established below comply with the requirements of the Washington State Growth Management Act and the Tukwila Municipal Code.

Section 2. TMC Section 17.20.030 (part) Amended. Ordinance No. 2764 §18 (part), as codified at TMC 17.20.030, “Lots” **subparagraph E**, “Lots” is hereby amended to read as follows:

1. Arrangement: Insofar as practical, side lot lines shall be at right angles to street lines or radial to curved street lines. No new subdivision should create an irregular shaped lot, include irregular shaped lot lines or more than six separate lot lines, unless unavoidable based on parent lot shape. Each proposed lot shall have access to a public street. New flag lots shall not be permitted. Access requirements may be met by establishing common drive easements.

2. Lot Design: The lot area, width, shape, and orientation, shall be appropriate for the location of the subdivision, for the type of development and land use contemplated, and shall conform with the requirements of the zoning ordinance.

3. Corner Lots: Corner lots may be required to be designed with additional width to allow for the additional side yard requirements.

Section 3. TMC Section 17.20.030 (part) Amended. Ordinance No. 2764 §18 (part), as codified at TMC 17.20.030, “Lots” **subparagraph F**, “Landscaping” is hereby amended as follows:

1. Each lot within a new short or long subdivision shall be landscaped with at least (1) tree in the front yard. If the applicant demonstrates to the City’s satisfaction that there is inadequate space in the front yard due to required vehicular or pedestrian access, utilities, or other necessary site improvements, the required tree may be located in the side or rear yard.

2. Landscaping shall conform with Public Works standards and the requirements of TMC Title 18.

Section 4. Corrections by City Clerk or Code Reviser Authorized. Upon approval of the City Attorney, the City Clerk and the code reviser are authorized to make necessary corrections to this ordinance, including the correction of clerical errors; references to other local, state or federal laws, codes, rules, or regulations; or ordinance numbering and section/subsection numbering.

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 five days after passage and publication as provided by law.

PASSED BY THE CITY COUNCIL OF THE CITY OF TUKWILA, WASHINGTON, at a Regular Meeting thereof this _______ day of ___________________, 2026.

ATTEST/AUTHENTICATED:

______________________________	______________________________
Andy Youn-Barnett, CMC, City Clerk	Thomas McLeod, Mayor

APPROVED AS TO FORM BY:

Filed with the City Clerk:_______________
Passed by the City Council:_____________
Published:___________________________
Effective Date:_______________________
Ordinance Number:___________________

____
Office of the City Attorney

City of Tukwila

Washington

Ordinance No. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TUKWILA, WASHINGTON, AMENDING VARIOUS SECTIONS OF THE TUKWILA MUNICIPAL CODE (TMC) TITLE 18, "ZONING"; CLARIFYING REGULATIONS, INCORPORATING MINOR CODE AMENDMENTS, AND CORRECTING ERRORS THROUGHOUT THE TITLE; ESTABLISHING TMC 18.58.065, "TEMPORARY WIRELESS COMMUNICATION FACILITIES"; AND REPEALING TMC 18.50.045, "HEIGHT REGULATIONS AROUND MAJOR AIRPORTS"; TMC 18.70.130, "CARGO CONTAINERS" AND TABLE 18-13, "HOUSING OPTION PROGRAM STANDARDS; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, Tukwila Municipal Code ("TMC") Title 18 regulates zoning and land use in the City of Tukwila; and

WHEREAS, City staff have found that certain existing development standards could be improved to provide alignment with updates in state law; and

WHEREAS, there were also certain ambiguities and policies in TMC that needed to be revised and updated; and

WHEREAS, existing language and formatting of Title 18 required revisions to improve clarity, readability, and consistency; and

WHEREAS, on June 4, 2026, the City's State Environmental Policy Act (SEPA) Responsible Official issued a Determination of Non-Significance on the proposed Miscellaneous Code Amendments; and

WHEREAS, the Tukwila City Council held a properly noticed public hearing on July 13, 2026 to solicit and receive public comment, and following that hearing, recommended that the Tukwila City Council approve the proposed Title 18 Code Amendments; and

WHEREAS, on July 20, 2026, after considering the analysis and proposed Title 18 Amendments prepared by City staff, and the public comments received (if any), the City Council desire to adopt the TIB Code Amendments as set forth herein.

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

Section 1. Adoption of Findings of Fact. The City Council finds as follows:

A. The above recitals, set forth as "WHEREAS" clauses, are hereby adopted as Findings of Fact in support of the adoption of this ordinance.

B. The amendments that are established below comply with the requirements of the Washington State Growth Management Act and the Tukwila Municipal Code (TMC).

Section 2. TMC Section 18.06 Amended Ordinance No. 2741 §3 (part), as codified at various sections of TMC Chapter 18.06, "Definitions," is hereby amended to read as follows:

§ 18.06.063. Bay Window
"Bay window" means a multi-panel window structure of at least three window panels protruding from the exterior façade and forming an interior alcove.

§ 18.06.064. Bed-and-Breakfast Lodging.
"Bed-and-breakfast" means an owner-occupied dwelling unit that contains guest rooms where lodging is provided for compensation.

§ 18.06.065. Best Available Science.
"Best available science" means that scientific information applicable to the critical area prepared by appropriate local, state or federal agencies, a qualified scientist or team of qualified scientists, which will be consistent with the criteria established in WAC 365-195-900 through WAC 365-195-925. Characteristics of a valid scientific process will be considered to determine whether information received during the permit review process is reliable scientific information. A valid scientific process includes some or all of the following characteristics:

1. Peer reviewed research or background information.
2. Study methods clearly stated.
3. Conclusions based on logical assumptions.
4. Quantitative analysis.
5. Proper context is established.
6. References are included that cite relevant, credible literature and other pertinent information.

§ 18.06.066. Best Management Practices.

“Best management practices (BMPs)” means conservation practices and management measures which serve to protect trees, including the following practices:

1. Avoiding physical damage to tree trunk, branches, foliage and roots;
2. Restricting the movement, operation, and location of construction materials and equipment to avoid the area under a tree canopy;
3. Minimizing adverse changes in drainage conditions around tree roots;
4. Minimizing adverse changes to the chemical, physical, structural, and organic characteristics of soil around tree roots;
5. Those conservation practices defined by the State of Washington Department of Agriculture, Washington State Department of Ecology, and International Society of Arborists as intended to protect trees.

§ 18.06.067. Binding Site Improvement Plan.
“Binding site improvement plan” means an improvement plan processed in accordance with TMC Chapter 17.16, which is legally binding on the land owner, his heirs, successors and assigns.

§ 18.06.530. Lot Lines.
“Lot lines” means the property lines bounding the lot; except that in the HDR zone, lot lines shall also include the curbline or edge or easement, whichever provides a greater width, of any adjacent ‘access roads’.

§ 18.06.680. Research and Development Facility.
“Research and development facility” means a use in which research and experiments leading to the development of new products or technology are conducted. This definition includes, but is not limited to, facilities engaged in:

1. All aspects of biomedical research and development; and/or
2. All aspects of aerospace technology, including manufacturing of associated products.

   This use may be associated with, or accessory to, institutional and commercial uses such as business or administrative offices and medical facilities.

§ 18.06.740. Setbacks.
“Setbacks” means the distances that buildings or uses must be removed from their lot lines except that roof eaves may intrude a maximum of 24 inches into this area. A maximum 24-inch overhang may also be allowed for portions of a building (such as a bay window) if approved as part of design review approval where the overhang provides modulation of the façade. Construction meeting passive house requirements may project up to 8 inches into any setback, consistent with RCW 36.70A.812.

§ 18.06.781. Sleeping Unit.
“Sleeping unit” means an independently rented or owned room within a co-living dwelling that provides living space, in which residents share kitchen facilities with residents of other units in the building.

§ 18.06.782. Site Disturbance.
"Site disturbance" means any development, construction, or related operation that could alter the subject property, including, but not limited to, soil compaction including foot traffic; tree or stump removal; road, driveway or building construction; installation of utilities; or grading.

§ 18.06.950. Yard, Front.
"Front yard" means a yard extending between side lot lines across the front of a lot. In the HDR zone, this shall also include areas adjacent to 'access roads'.

Section 3. TMC Section 18.10.040 Amended Ordinance Number 2765 §11 (part), as codified at TMC Chapter 18.10.040, "Basic Development Standards," is hereby amended to read as follows:

§ 18.10.040. Basic Development Standards.
A. Development within the CR District shall conform to the following listed and referenced standards:

CR BASIC DEVELOPMENT STANDARDS

	Community Residential	
	Outside of 1/4 Mile of Major Transit Stop	Within 1/4 Mile of Major Transit, or if at least 1 unit affordable at 60% AMI (Rental) or 80% (Ownership) for a period no less than 50 years
Lot area, minimum	5,000 sq. ft.	
Average lot width, minimum	40 feet	
Density	(3) dwelling units per parcel, plus 1 unit per 1,500 SF of parcel area over 5,000 SF up to 5 units	(4) dwelling units per parcel, plus 1 unit per 1,500 SF of parcel area over 5,000 SF up to 5 units
	2 dwelling units per lot can be designated as accessory residences provided they meet ADU requirements (ADUs count toward maximum density)	2 dwelling units per lot can be designated as accessory residences provided they meet ADU requirements (ADUs count toward maximum density)
Building Footprint, maximum	50%	
Development Area Coverage, maximum	75%	
Setbacks		
Front	15 feet	
Front Porch	7 feet (if porch of at least 40 square feet, with no dimension less than 5 feet)	
Second Front	10 feet	
Side	5 feet	
Rear	5 feet	

Rear (Alley DADU)	0 feet
Building Height	35 feet
Parking	See TMC 18.56, Off-street Parking & Loading Regulations & Figure 18-7 – Required Number of Parking Spaces for Automobiles & Bicycles

Section 4. TMC Section 18.28.030 Amended Ordinance No. 2741 §4 (part), as codified at TMC Chapter 18.28.030, "Tukwila Urban Center (TUC) District Article I Introduction", **subparagraph D**, "Design Review", is hereby amended to read as follows:

D. Design Review. (Table 18-1)

1. Design review for projects located in the TUC:

   a. Projects meeting the thresholds for design review set forth in TMC Section 18.28.030.D.1.b. shall be evaluated using applicable regulations in this chapter and the guidelines set forth in the Southcenter Design Manual. Work performed within the interior of a structure does not trigger design review or application of District or Corridor Standards.

   b. Major Remodels and Small-Scale Projects**.**
   Projects meeting any one of the following criteria shall be subject to Design Review pursuant to TMC Chapter 18.60):

      (1) New non-residential structures greater than 1,500 square feet in size (total on premises).

      (2) New residential or mixed-use buildings.

      (3) Any exterior repair, reconstruction, cosmetic alterations or improvements, when the cost of that work exceeds 10% of the building's current assessed valuation (the cost of repairs to or reconstruction of roofs, installation of HVAC equipment screened by parapet walls, or solar energy generation equipment is exempt). Compliance with corridor-based architectural design standards and building orientation is required for existing buildings only if they are destroyed by any means to an extent of more than 50% of their replacement cost at the time of destruction, in the judgment of the City's Building Official.

      (4) Exterior expansions greater than 1,500 square feet in size (total on premises).

   c. Minor Remodels and Very Small Scale Projects.
   Projects NOT meeting the design thresholds set forth in TMC Section 18.28.030.D.1.b. are not subject to design review and shall be evaluated

using applicable regulations in this chapter EXCEPT for the corridor-based architectural design standards.

Section 5. TMC Section 18.40.080 Amended Ordinance Number 2758 §9 as codified at TMC Chapter 18.40.080, “Basic Development Standards”, is hereby amended to read as follows:

A. Development within the Tukwila Valley South District shall conform to the following listed and referenced standards:

TVS BASIC DEVELOPMENT STANDARDS

Lot area per unit (multifamily, except senior citizen housing), minimum	2,000 sq. ft.
Setbacks to yards, minimum:	
• *Front*	25 feet
• *Second front*	12.5 feet
• *Sides*	5 feet
• *Sides, if any portion of the yard is within 50 feet of CR or HDR*	
1st Floor	10 feet
2nd Floor	20 feet
3rd Floor	30 feet
• *Rear*	5 feet
• *Rear, if any portion of the yard is within 50 feet of CR or HDR*	
1st Floor	10 feet
2nd Floor	20 feet
3rd Floor	30 feet
Refer to TMC 18.52, “Landscape Requirements,” Table A, for perimeter and parking lot landscaping requirements.	
Height, maximum	115 feet
Recreation space	200 sq. ft. per dwelling unit (1,000 sq. ft. min.)
Recreation space, senior citizen housing	100 sq. ft. per dwelling unit
Off-street parking:	
• *Residential (except senior citizen housing)*	See TMC 18.56, Off street Parking/Loading Regulations
• *Office*	3 per 1,000 sq. ft. usable floor area minimum
• *Retail*	4 per 1,000 sq. ft. usable floor area minimum
• *Manufacturing*	1 per 1,000 sq. ft. usable floor area minimum
• *Warehousing*	1 per 2,000 sq. ft. usable floor area minimum
• *Other uses, including senior citizen housing*	See TMC 18.56, Off-street Parking & Loading Regulations
Conversion to Residential	See TMC 18.50.230, Residential Conversions
Performance Standards: Use, activity and operations within a structure or a site shall comply with (1) standards adopted by the Puget Sound Air Pollution Control Agency for odor, dust, smoke and other airborne pollutants, (2) TMC 8.22, "Noise", and, (3) adopted State and Federal standards for water quality and hazardous materials. In addition, all development subject to the requirements of the State Environmental Policy Act, RCW 43.21C, shall be evaluated to determine whether adverse environmental impacts have been adequately mitigated.	

Section 6. TMC Section 18.45.050 Repealed and Replaced. Ordinance No. 2765 §29, §30, §31, and §32, Ordinance No. 2758 §6, and Ordinance No. 2741 §4 (part), as

codified at TMC 18.45.050, “Critical Area Permitted Activities”, is hereby repealed and replaced to read as follows:

18.45.050. Critical Area Designation Permit

A. Purpose.
A Critical Area Designation Permit establishes whether watercourse and wetland critical areas or their buffers are present on or near a property, and may also be used to conduct a critical area study on sites with known critical areas consistent with TMC Section 18.45.040.

1. A Critical Area Designation Permit is required before the City may accept or issue any other development permit for:
   a. Any property, or proposed development area, located within 150 feet of a confirmed critical area; or
   b. Any property containing a potential critical area as mapped by the City pursuant to TMC Section 18.45.050.
2. A Critical Area Designation Permit may be applied for at any time by the property owner or their authorized agent.

B. Application.
The property owner or their authorized agent must submit an application to the Department on a form provided by the Department. The application may cover the entire property or a defined portion thereof, provided a map is included identifying the area for which designation is sought.

C. Initial Site Review.
Upon receipt of a complete application, the Department or its consultant shall conduct an initial site review to determine whether critical areas or their buffers exist, or have the potential to exist, on the property or within 150 feet of its boundaries.
1. If no wetland or stream is identified, no further assessment is required.
2. If a wetland or stream is identified, the applicant must obtain a critical area report consistent with TMC Section 18.45.070.
3. If the presence or classification of a stream is in question, the critical area report shall include a professional recommendation on that question consistent with TMC 18.45.040.
4. At the applicant's written request, a property with known critical areas may bypass the initial site review and proceed directly to a critical area study under subsection D.

D. Critical Area Report.
To satisfy the critical area report requirement, the applicant shall either:

1. Fund a critical area study prepared by the City's consultant, which shall not be subject to peer review; or
2. Submit a critical area study prepared by a qualified professional as defined in TMC Title 18, which may be subject to peer review by the City or its consultant at the applicant's expense.

E. Final Determination.
Based on the critical area report, the Department shall issue a written final determination on the Critical Area Designation Permit. The Department shall issue this determination within 120 days of receiving a complete application, unless an extension is authorized under the Tukwila Municipal Code.

F. Permit Validity.
A Critical Area Designation Permit is valid for five (5) years from the date of issuance, unless invalidated earlier by either of the following:
1. Physical conditions on or within 300 feet of the subject property have materially changed due to natural processes or human activity; or
2. An applicable regulatory agency has adopted updated maps or designations that conflict with the original determination.

Section 7. TMC Section 18.45.158 (part) Amended Ordinance No. 2741 §4 (part) as codified at TMC 18.45.158, :Vegetation Protection and Management", **subparagraph C2**, "Permit Requirements", is hereby amended to read as follows:

2. Permit Requirements: Prior to any tree removal or site clearing, unless it is part of Special Permission approval for interrupted buffer, buffer averaging or other critical areas deviation, a Type 1 Critical Area Tree Removal and Vegetation Clearing Permit application that meets the application requirements of TMC Chapter 18.104 must be submitted to the Department.

Section 8. TMC Section 18.50.045 Repealed Ordinance Number 2741 §4 (part), as codified at TMC 18.50.045, "Height Regulations Around Major Airports", is hereby repealed.

Section 9. TMC Section 18.50.170 Amended Ordinance Number. 2741 §4 (part), as codified at TMC 18.50.170, "Lighting Standards", is hereby amended to read as follows:

A. Parking and loading areas shall include lighting capable of providing adequate illumination for security and safety. Lighting standards shall be in scale with the height and use of the associated structure. Any illumination, including security lighting, shall be shielded and cut off downward to avoid spillover of light into adjoining properties and public rights-of-way.

B. In residential zones, porches, alcoves and pedestrian circulation walkways shall be provided with low level safety lighting. Pedestrian walkways and sidewalks may be lighted with lighting bollards.

C. MIC/L and MIC/H. The following site lighting standards shall apply to portions of developments within 100 feet of the Tukwila Manufacturing/Industrial Center boundary as defined in the 1995 Comprehensive Plan:

1. The minimum light levels in parking areas, paths between the building and street or parking areas shall be 1 foot candle;

2. The maximum ratio of average: minimum light level shall be 4:1 for illuminated grounds;

3. Maximum illumination at the property line shall be 2 foot candles;

4. Lights shall be shielded to eliminate direct off-site illumination; and

5. General grounds need not be lighted.

D. Variation from these standards may be granted by the Director of the Department of Community Development based on technical unfeasibility or safety considerations.

Section 10. TMC Section 18.52.020 Amended Ordinance Number 2741 §4 (part) as codified at TMC 18.52.020, "Applicability", is hereby amended to read as follows:

A. This chapter sets forth rules and regulations to control maintenance, clearing and planting of landscaping and vegetation within the City of Tukwila on any developed properties that are zoned commercial, industrial, or multifamily; and on properties that are zoned CR and developed with a non-single-family or non-middle housing dwellings. For properties located within the Shoreline jurisdiction, the maintenance and removal of vegetation shall be governed by TMC Chapter 18.44, "Shoreline Overlay." For properties located within a critical area or its associated buffer, the maintenance and removal of vegetation shall be governed by TMC Chapter 18.45, "Critical Areas." Clearing and removal of trees on undeveloped land and any land zoned CR that is developed with a single-family or middle housing dwelling is regulated by TMC Chapter 18.54, "Urban Forestry and Tree Regulations." In case of conflict the most stringent regulations apply.

Section 11. TMC Section 18.52.040 Amended. Ordinance No. 2765 §96 as codified at TMC 18.52.040, "Perimeter and Parking Lot Landscaping Requirements by Zone District", are hereby amended to read as follows:

A. In the various zone districts of the City, landscaping in the front, rear and side yards and parking lots shall be provided as established by the various zone district chapters of this title. These requirements are summarized in the following table (Table A), except for Tukwila Urban Center (TUC) requirements, which are listed in TMC Chapter 18.28.

TABLE A

ZONING DISTRICTS	FRONT YARD (SECOND FRONT) (linear feet)	LANDSCAPE TYPE FOR FRONTS	LANDSCAPE FOR SIDE YARD (linear feet)	LANDSCAPE FOR REAR YARD (linear feet)	LANDSCAPE TYPE FOR SIDE/REAR	LANDSCAPING FOR PARKING LOTS (square feet)
CR (for uses other than residential)	15[1, 2, 11]	Type I	10	10	Type I	20 per stall for non-residential uses; 15 per stall if parking is placed behind building
HDR	15[1, 2, 11]	Type I	10	10	Type I	Same as CR
MUO	15 (12.5)[2, 11]	Type I[7]	6[4]	6[4, 11]	Type I[7]	20 per stall adjacent to street; 15 per stall if parking is placed behind building
O	15 (12.5)[2]	Type I[7]	6	6[4]	Type I[7]	Same as MUO
RCC	20 (10)[2, 3]	Type I[7]	5; 10 if near CR, or HDR[4]	10[11]	Type II	Same as MUO
NCC	6[4, 11]	Type I[7, 13]	0[4]	0[4,11]	Type II	Same as MUO
RC	10	Type I[13]	5[4]	0[4]	Type II[8]	Same as MUO
RCM	10	Type I	5[4]	0[4]	Type II[8]	Same as MUO
C/LI	15 Second Front: 12.5; 15 if near CR or HDR	Type I[6]	5[5, 12]	0[5, 12]	Type II[8]	15 per stall; 10 per stall for parking placed behind building
LI	15[2] Second Front: 12.5	Type II	0[4, 12]	0[4, 12]	Type III	15 per stall; 10 per stall for parking placed behind building
HI	15[2] Second Front: 12.5	Type II	0[4, 12]	0[4, 12]	Type III	15 per stall
MIC/L	10[5]	Type II	0[5, 12]	0[5, 12]	Type III	10 per stall
MIC/H	10[5]	Type II	0[5, 12]	0[5, 12]	Type III	10 per stall
TUC – See TMC 18.28						
TVS – See TMC 18.40						
TSO – See TMC 18.41						

Notes:

1. Minimum required front yard landscaped areas in the HDR zones may have up to 20% of their required landscape area developed for pedestrian and transit facilities subject to the approval criteria in TMC 18.52.120.C.
2. In order to provide flexibility of the site design while still providing the full amount of landscaping required by code, the front yard landscape width may be divided into a perimeter strip and one or more other landscape areas between the building and the front property line if the perimeter strip is a minimum of 10 feet and the landscape materials are sufficient to provide landscaping along the perimeter and screening of the building mass.
3. Required landscaping may include a mix of plant materials, pedestrian amenities and features, outdoor café-type seating and similar features, subject to the approval criteria in TMC 18.52.120.C. Bioretention may also be used as required landscaping subject to the approval criteria in TMC 18.52.120.E. Required plant materials will be reduced in proportion to the amount of perimeter area devoted to pedestrian-oriented space.
4. Increased to 10 feet if any portion of the yard is within 50 feet of CR, or HDR.
5. Increased to 15 feet if any portion of the yard is within 50 feet of CR, or HDR.
6. Increased to Type II if the front yard contains truck loading bays, service areas or outdoor storage.
7. Increased to Type II if any portion of the yard is within 50 feet of CR, or HDR.
8. Increased to Type III if any portion of the yard is within 50 feet of CR, or HDR.
9. Minimum required front yard landscaped areas in the CR and HDR zones may have up to 20% of their required landscape area
10. Only required along public streets.
11. Increased to 10 feet for residential uses; or if adjacent to residential uses or non-TSO zoning.

    In the CR and HDR districts and other districts where multifamily development is permitted, a community garden may be substituted for some or all of the landscaping. In order to qualify, a partnership with a nonprofit (501(c)(3)) with community garden expertise is required to provide training, tools and assistance to apartment residents. Partnership with the nonprofit with gardening expertise is required throughout the life of the garden. If the community garden is abandoned, the required landscaping must be installed. If the garden is located in the front landscaping, a minimum of 5 feet of landscaping must be placed between the garden and the street.
12. To accommodate the types of uses found in the C/LI, LI, HI and MIC districts, landscaping may be clustered to permit truck movements or to accommodate other uses commonly found in these districts if the criteria in TMC 18.52.120.D are met.
13. For NCC and RC zoned parcels in the Tukwila International Boulevard District, the front landscaping may be reduced or eliminated if buildings are brought out to the street edge to form a continuous building wall, and if a primary entrance from the front sidewalk as well as from off-street parking areas is provided.

Section 12. TMC Section 18.52.050 Amended Ordinance Number 2741 §4 (part), as codified at TMC 18.52.050, “Screening and Visibility, **subparagraph A**, “Screening”, is hereby amended to read as follows:

A. Screening.

1. Screening of outdoor storage, mechanical equipment and garbage storage areas and fences:

    a. Outdoor storage shall be screened from abutting public and private streets and from adjacent properties. Such screens shall be a minimum of 8 feet high and not less than 60% of the height of the material stored. The screens shall be specified on the plot plan and approved by the Community Development Director. In the HDR zone, outdoor storage shall be fully screened from all public roadways and adjacent parcels with a high obscuring structure equal in height to the stored objects and with a solid screen of exterior landscaping.

b. Ground level mechanical equipment and garbage storage areas shall be screened with evergreen plant materials and/or fences or masonry walls.

c. Fences. All fences shall be placed on the interior side of any required perimeter landscaping.

2. A mix of evergreen trees and evergreen shrubs shall be used to screen blank walls.

3. Evergreen shrubs and evergreen trees shall be used for screening along rear property lines, around solid waste/recycling areas, utility cabinets and mechanical equipment, and to obscure grillwork and fencing associated with subsurface parking garages. Evergreen shrubs and trees shall be pruned so that 18 inches visibility at the base is maintained.

Section 13. TMC Section 18.54.070 Amended Ordinance Number 2741 §4 (part), as codified at TMC 18.54.070, "Tree Replacement", are hereby amended to read as follows:

A. Significant, Exceptional, or Heritage Trees located on property zoned Community Residential and improved with a single-family or middle housing dwelling unit are subject to the requirements herein: Significant, Exceptional, or Heritage trees shall be replaced with new tree(s), based on the size of the existing tree as shown in Table A, up to a maximum density of 100 new trees per acre, generally 12-15 feet apart. If the number of required replacement trees exceeds site capacity, payment is required into the City's Tree Fund, in accordance with TMC 18.54.090.

Table A – Tree Replacement Requirements	
Trees (DBH)	Replacement ratio for trees that are subject to replacement
6-8"	1:1
>8-18"	1:2
>18"	1:3

B. The property owner is required to ensure the viability and long-term health of trees planted for replacement through proper care and maintenance for the life of the site's improvement. Replacement trees shall always be considered significant trees for the purpose of tree retention and replacement. Replaced trees that do not survive must be replanted in the next appropriate season for planting.

C. Each Significant, Exceptional, or Hertitage Tree removed shall be replaced pursuant to TMC 18.54.070 Table A within 6 months of the date of tree removal or Tree Permit approval, whichever is most recent, the Department may grant a single extension of up to one hundred eighty (180) days if the applicant submits a written request for an extension within the initial 6 month replanting period. If all required replacement trees cannot be accommodated reasonably on the site, the applicant shall pay into the Tree Fund in accordance with the Consolidated Permit Fee Schedule adopted by resolution of the City Council.

D. Tree replacement plantings shall follow the standards in TMC Section 18.54.140.

Section 14. TMC Section 18.56.065 Amended. Ordinance Number 2765 §109 , as codified at TMC 18.56.065 “Access and Parking Standards for Residential Uses in the CR Zone” is hereby amended to read as follows:

A. The following standards shall apply to all residential uses within the CR zone.

1. A pedestrian path that leads to each door that provides ingress/egress to a dwelling unit shall be provided. The path shall meet the following minimum standards:

    a. The minimum width shall be 6 feet.
    b. The pedestrian path shall extend from the exterior door to the nearest abutting public street, or private street for which the inhabitants of the dwelling unit have legal right of use. The path shall connect to any existing or proposed sidewalk that abuts the property.
    c. The pedestrian path shall either be paved with a permeable durable uniform surface or with decorative stone, brick, or other similar materials. Gravel shall not be permitted.
    d. For residential uses other than townhouses, the pedestrian path shall be separate and distinct from areas of the property used for the parking or loading of motor vehicles.
    e. The route of the pedestrian path shall be the shortest efficient and logical route possible, while avoiding impacts to significant trees and critical areas.
    f. Pedestrian pathways leading to dwelling units that are accessible to those with disabilities shall not feature inaccessible design elements such as stairs.

2. Preference shall be given to the following vehicular access point design scenarios, in the order given. The applicant shall demonstrate why each

scenario is infeasible for the site, due to site specific circumstances that are not the not the result of deliberate actions of the applicant or property owner, before proposing the next preferable vehicular access point scenario. For the purposes of this section, vehicular access points include curb cuts.

a. First: The project proposes to reduce the total number of vehicular access points to existing streets. This may be accomplished by consolidating existing vehicular access points, both on-and off-site.

b. Second. The project proposes the same total number of vehicular access points to existing streets. This may be accomplished by co-locating access with an existing vehicular access point, both on-and off-site.

c. Third: The project proposes no more than one additional vehicular access point to existing streets, with a maximum of one vehicular driveway permitted per dwelling unit.

d. Last: The project proposes more than one additional vehicular access point to existing streets.

3. Tandem parking spaces shall be permitted to satisfy minimum parking requirements.

4. Recreational vehicles, boats, and trailers shall be parked, kept or stored on an approved durable uniform surface and shall not be parked, kept or stored in required front yard setbacks, except for a driveway. Recreational vehicle parking in the side or rear yard setbacks is allowed, provided no recreational vehicle prevents access by emergency responders to all sides of a structure.

5. For parcels with street frontage: No more than 50% of the area of the first 15 feet of the property from the street frontage may be covered with a driveway or surface parking area. The Director may approve exceptions to this requirement for pie-shaped or other odd shaped lots where it is infeasible to meet this requirement.

6. No more than six (6) motor vehicles shall be parked on a surface parking area associated with a single dwelling unit for a period of more than 48 hours. The parking limitations in this subsection shall apply to all motor vehicles as defined by state law with the exception of motorcycles and mopeds.

Section 15 TMC Section 18.58.065 Established. TMC 18.58.065, "Temporary Wireless Communication Facilities", is hereby adopted to read as follows:

A. Permit Required:

1. A building permit is required to locate or install any temporary WCF on private property within the City.

2. Except during a declared public emergency, a lease or site license agreement is required to install any temporary WCF on City-owned property within the City. Installation within the public right-of-way will also require an associated right-of-way franchise agreement.

B. Temporary WCF's shall only be allowed for:

1. The reconstruction of a permanent WCF and limited to a duration of 18 months from the date of approval unless an extension is requested at least 30 days prior to the expiration date; or

2. Large scale events and limited to the duration of the event, plus ten days prior to the event and ten days after.

C. Special Development Standards:

1. Temporary WCF facilities shall be portable without a permanent foundation unless they are building mounted. Building mounted Temporary WCF facilities shall comply with all applicable development standards in TMC Section 18.58.060(7)(e-g).

Section 16. TMC Section 18.60.040 (part) Amended Ordinance No. 2770 §15 (part) as codified at TMC 18.60.040, "Design Review Criteria Applicability", are hereby retitled and recodified as follows:

B. **Single-Family, Middle Housing and Accessory Dwelling Unit Uses:** All new single-family dwellings,middle housing dwellings and accessory dwelling units shall be evaluated using the design review criteria set forth in TMC Section 18.60.060.

Section 17. TMC Section 18.60.060 Amended Ordinance No. 2765 §123 as codified at TMC 18.60.060, "Single-Family and Middle Housing Design Review Criteria", is hereby retitled and recodified to read as follows:

18.60.060. Single-Family , Middle Housing and Accessory Dwelling Unit Design Review Criteria.

A. Entrances**.**

1. Purpose: To ensure that entrances are easily identifiable, clearly visible, and accessible from streets, sidewalks, and common areas, to encourage pedestrian activity and enliven the street.

2. Applicability:The following standards apply to all residential building facades that face a public or private street, except those that are separated from the street by another building.

3. Standard:
   a. Each residential structure must have at least one main entrance fronting a public or private street, or within 10' of street facing building facade.

   b. Each unit with individual ground-floor entry and all shared entries must have a covered porch or stoop that is at least 25 square feet with the minimum dimension of 3'.

B. Windows.

1. Purpose: To maintain a lively and active street face while increasing safety and general visibility to the public realm.

2. Applicability: The following standards apply to all building facades that face a public or private street, except those that are separated from the street by another building.

3. Standard:

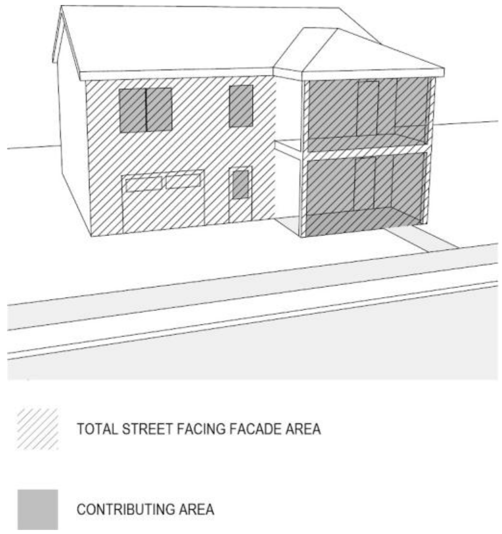
   a. Windows shall be provided in façades facing public or private streets, comprising at least twenty percent of the façade area.

   b. Window area is considered the entire area within, but not including, the window casing, including any interior window grid.

   c. Windows in pedestrian doors may be counted toward this standard.

   d. Windows in garage doors may not be counted toward this standard.

   e. Open areas within covered porches may be counted toward this standard.



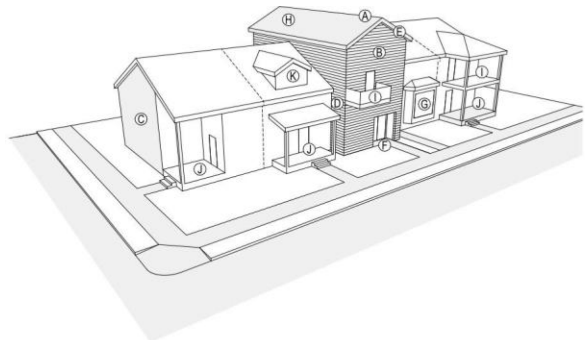
C. <u>Building Articulation.</u>

1. <u>Purpose:</u> To ensure that buildings along any public or private street display the greatest amount of visual interest and reinforce the residential scale of the streetscape and neighborhood.

2. <u>Applicability:</u> The following standards apply to all building facades that face a public or private street, except those that are separated from the street by another building.

3. <u>Standard:</u>

a. Horizontal street-facing facades wider than forty feet must include at least four of the following design features per façade. At least one of these features must be used every forty feet.
(1) Varied building heights;
(2) Use of different materials;
(3) Different colors;
(4) Building perimeter offsets minimum of 4';
(5) Projecting roofs (minimum of twelve inches);
(6) Recesses, minimum of 3';
(7) Bay windows, must project a minimum of 1' and cover at least 10% of the facade. May project as much as 2', and cover up to 35% of the facade;
(8) Variation in roof materials, color, pitch, or aspect;
(9) Balconies, minimum of 25 square feet;
(10) Covered porch or patio; or
(11) Dormers.



Ⓐ Varied building heights
Ⓑ Use of different materials
Ⓒ Different colors
Ⓓ Building perimeter offsets minimum of 4'
Ⓔ Projecting roofs (minimum of twelve inches)
Ⓕ Recesses, minimum of 3'
Ⓖ Bay windows. May project as much as 2', up to 35% of the facade
Ⓗ Variation in roof materials, color, pitch, or aspect
Ⓘ Balconies
Ⓙ Covered porch or patio
Ⓚ Dormers

D. Parking Facilities.

1. Purpose: To integrate parking facilities with the building and surrounding residential context, promote pedestrian-oriented environments along streets, reduce impervious surfaces, and preserve on-street parking and street tree opportunities. To minimize the visual impact of garage entrances. Garage entrances are limited as a percentage of the building facade but a single car garage is always allowed. The provision for allowing the garage door to be set back from front porches also incentivizes front porches.

2. Applicability: The following standards apply to all garage entrances that face a public or private street.

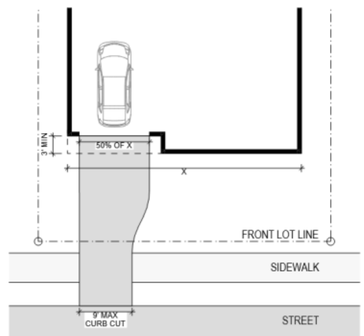
3. Standard:

   a. The combined width of all street-facing garage doors may be up to fifty percent (50%) of the length of the street-facing building façade or ten feet per unit, whichever is greater. For attached housing, this standard applies to the combined length of the street-facing façades of all units. For all other lots and structures, the standards apply to the street-facing façade of each individual building.

   b. Street-facing garage walls must be set back at least three feet from the primary street-facing building façade or five feet from a covered porch.

c. Garage entrances shall use materials and colors that match the residence.

d. Parking structures, garages, carports, and parking areas other than driveways shall not be located between the principal structure and streets.



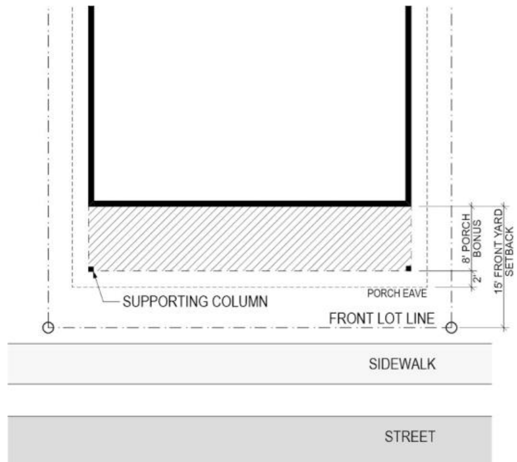
X = Length of street facing building facade

E. <u>Porches.</u>

1. <u>Purpose:</u> To maintain a lively and active street face, reinforce the residential scale of the streetscape and neighborhood, while providing visual interest and community cohesion.

2. <u>Applicability:</u> The following standards apply to all residential building facades that face a public or private street, except those that are separated from the street by another building.

3. <u>Standard:</u> Covered porches may project eight feet into the front yard setback, measured from supporting columns. To be granted this allowance, qualifying sections of the porch must be entirely covered by a weatherproof roof structure. Covered porch eaves may project an additional two feet.



F. Balconies.

1. Purpose: Ability to stack balconies over porches makes structural logic and provides useful space for stacked flat and townhouse typologies.

2. Applicability: The following standards apply to all balconies in single-family and middle housing development.

3. Standard: Balconies are permitted to be stacked over porches or other balconies.

G. Bay Windows.

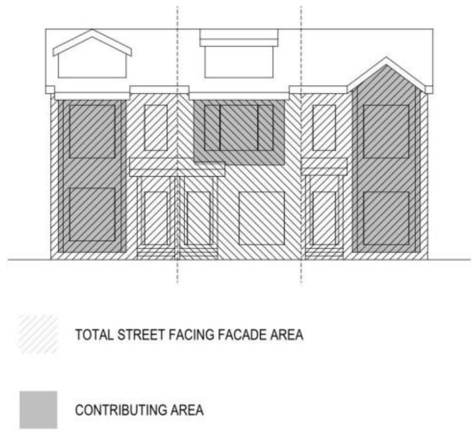
1. Purpose:Bay windows create visual interest and create usable interior square footage without increasing a building's overall street presence.

2. Applicability: The following standards apply to all residential building facades.

3. Standard:

   a. Bay windows may project up to two feet into side or front yard setbacks.

   b. Each bay window may be up to twelve feet wide and up to sixty percent of the façade.



H. Dormers.

1. Purpose: Dormers create visual interest and create usable interior square footage without enlarging a building's overall street presence.

2. Applicability: The following standards apply to all residential building roofs.

3. Standard: Each dormer may be up to nine feet wide and the total length of all can add up to 40% of the building length.

Section 18. TMC Section 18.70.050 Amended Ordinance No. 2765 §128, as codified at TMC 18.70.050, "Nonconforming Structures", is hereby amended to read as follows:

A. Where a lawful structure exists at the effective date of adoption of this title that could not be built under the terms of this title by reason of restrictions on area, development area, height, yards or other characteristics of the structure, it may be continued so long as the structure remains otherwise lawful subject to the following provisions:

1. No such structure may be enlarged or altered in such a way that increases its degree of nonconformity. Ordinary maintenance of a nonconforming structure is permitted, pursuant to TMC Section

18.70.060, including but not limited to painting, roof repair and replacement, plumbing, wiring, mechanical equipment repair/replacement and weatherization. These and other alterations, additions or enlargements may be allowed as long as the work done does not extend further into any required yard or violate any other portion of this title. Complete plans shall be required of all work contemplated under this section.

2. Should such structure be destroyed by any means to an extent of more than 50% of its assessed value at time of destruction it shall not be reconstructed except in conformity with provisions of this title, except that residential structures that are nonconforming in regard to dimensional standards, critical area buffers, use or density may be reconstructed to their original dimensions and location on the lot.

3. Should such structure's physical location be changed, for any reason or any distance whatsoever, it shall thereafter conform to the regulations for the zone in which it is located after it is moved.

4. When use of a nonconforming structure, or structure and premises in combination, ceases for 24 consecutive months, the structure, or structure and premises in combination, shall thereafter be required to be in conformance with the regulations of the zone in which it is located. Upon request of the owner, the City Council may grant an extension of time beyond the 24 consecutive months.

5. If a structure containing a primary use is demolished, all remaining dependent accessory structures on the parcel shall be removed, unless a primary permitted use on the site is established within one year of the demolition. A performance bond or financial security equal to 150% of the cost of labor and materials required for the demolition of accessory structures shall be submitted prior to issuance of any permit granting demolition of a structure containing a primary use.

6. In areas of potential geologic instability, coal mine hazard areas, and buffers, as defined in the Critical Areas Overlay District chapter of this title, existing structures may be remodeled, reconstructed or replaced, provided that:

   a. The construction is subject to the geotechnical report requirements and standards of TMC Section 18.45.120.B and 18.45.120.C;
   b. The construction does not threaten the public health, safety or welfare;

c. The construction does not increase the potential for soil erosion or result in unacceptable risk or damage to existing or potential development or to neighboring properties; and

d. The structure otherwise meets the requirements of this chapter. (Ord. 2741 § 4 (part), 2024; Ord. 2765 § 128, 2025)

Section 19. TMC Section 18.70.130 Repealed. Ordinance No. 2741 §4 (part), as codified at TMC 18.70.130, “Cargo Containers”, is hereby repealed.

Section 20. TMC Section 18.80.020 Amended. Ordinance No. 2741 §4 (part), as codified at TMC 18.80.020, “Comprehensive Plan Amendent Docket”, is hereby amended to read as follows:

A. Purpose: The purpose of this section is to establish procedures, pursuant to RCW 36.70A, for the review and amendment of the Comprehensive Plan.

1. The Growth Management Act, RCW 36.70A, provides that the Comprehensive Plan amendments be considered no more than once a year with limited exceptions. The Growth Management Act further provides that all proposals shall be considered by the governing body concurrently so the cumulative effect of the various proposals can be ascertained.

2. The Annual Comprehensive Plan Amendment Review Docket (“Annual Review Docket”) will establish the annual list of proposed Comprehensive Plan amendments and related development regulations that the City Council determines should be included for review and consideration for any given year.

3. Placement of an amendment request on the Annual Review Docket does not mean the amendment request will be approved by the City Council.

B. Emergency Changes: If either the Department or the Council determines that a proposed change is an emergency, the Department shall prepare the staff report described below and forward the proposed change to the Council for immediate consideration, subject to the procedural requirements for consideration of amendments. An emergency amendment is a proposed change or revision that necessitates expeditious action to address one or more of the following criteria:

1. Preserve the health, safety or welfare of the public.

2. Support the social, economic or environmental well-being of the City.

3. Address the absence of adequate and available public facilities or services.

4. Respond to decisions by the Central Puget Sound Growth Management Hearings Board, the state or federal courts, or actions of a state agency or the legislature.

C. <u>Docket Submittal Timeline:</u> Any non-emergency applications, not proposed by City staff or officials, to be considered during each year's Annual Review Docket shall be submitted by 5:00 p.m. on the first Monday of August of the preceding year. Any application received after the submittal deadline shall be considered during the following year's Annual Review Docket.

Section 21. TMC Section 18.104.010 Amended. Ordinance No. 2765 §132 and 2741 §4 (part), as codified at TMC 18.104.010, "Classification of Project Permit Applications", is hereby amended to read as follows:

A. Project permit decisions are classified into five types, based on the degree of discretion associated with each decision, as set forth in this section. Procedures for the five different types are distinguished according to who makes the decision, whether public notice is required, whether a public meeting and/or a public hearing is required before a decision is made, and whether administrative appeals are provided.

1. Type 1 Decisions are made by City administrators who have technical expertise, as designated by ordinance. Type 1 decisions may be appealed to the Hearing Examiner who will hold a closed record appeal hearing based on the information presented to the City administrator who made the decision.

TYPE 1 DECISIONS

TYPE OF PERMIT	DECISION MAKER
Temporary Encampment Permit Revocation *(TMC 18.48)*	Director
Administrative Variance for Noise – 30 days or less *(TMC 8.22.120)*	Director
Any land use permit or approval issued by the City, unless specifically categorized as a Type 2, 3, 4, or 5 decision by this chapter	As specified by ordinance
Boundary Line Adjustment, including Lot Consolidation *(TMC 17.08)*	Director
Critical Area Designation Permit *(TMC 18.45.050)*	Director
Minor Modification of a Boundary Line Adjustment or Lot Consolidation Preliminary Approval *(TMC 17.08.030)*	Director
Development Permit	Building Official
Minor Modification to PRD *(TMC 18.46.130)*	Director
Signs *(TMC 19.12.020)*	Director
Tree Permit *(TMC 18.54)*	Director
Request for Landscape Modification *(TMC § 18.104)*	Director

Critical Area Tree Removal and Vegetation Clearing *(TMC § 18.104)*	Director
Shoreline Tree Permit *(TMC § 18.44.060)*	Director
Wireless Communication Facility, Eligible Facilities *(TMC 18.58)*	Director

2. Type 2 Decisions are decisions that are initially made by the Director or, in certain cases, other City administrators or committees, but which are subject to an open record appeal to the Hearing Examiner, or, in the case of shoreline permits, an appeal to the State Shorelines Hearings Board pursuant to RCW 90.58.

TYPE 2 DECISIONS

TYPE OF PERMIT	DECISION MAKER	NOTICING REQUIREMENTS
Cargo Container Placement *(TMC 18.50.060)*	Director	Noticing not required.
Code Interpretation *(TMC 18.90.010)*	Director	
Modification to Development Standards *(TMC 18.41.100)*	Director	
Parking standard for use not specified *(TMC 18.56.100)*, and modifications to certain parking standards *(TMC 18.56.065, .070, .120, 140)*	Director	
Critical Area Tree Removal and Vegetation Clearing (TMC 18.45.158)	Director	
Shoreline Tree Permit *(TMC 18.44.060)*	Director	
Master Sign Program *(TMC 19.32.030)*	Director	
Minor Modification of a Preliminary Short Subdivision *(TMC 17.12.030)*	Director	
Minor Modification of a Preliminary Long Subdivision *(TMC 17.14.030)*	Director	
Final Long Subdivision *(TMC 17.14.050)*	Director	
Modification to TUC Corridor Standards *(TMC 18.28.110.C)*	Director	
Modification to TUC Open Space Standards *(TMC 18.28.250.D.4.d)*	Director	
Transit Reduction to Parking Requirements *(TMC 18.28.260.B.5.b)*	Director	
Wireless Communication Facility, Macro Facilities – No New Tower *(TMC 18.58.060)*	Director	
Temporary Encampment Permit *(TMC 18.48)*	Director	**Type:** Notice of Application *(TMC 18.104.080)* **Method of Notice:**
Critical Areas (except Reasonable Use Exception) *(TMC 18.45)*	Director	

Shoreline Substantial Development Permit* *(TMC 18.44)*	Director	Posted *(TMC 18.104.110)* *Additional Notice Requirements for Shoreline Applications *(TMC 18.104.090(2))*
Design Review *(TMC 18.60.020)*	Director	
Short Subdivisions *(TMC 17.12)*	Short Subdivision Committee	
Administrative Planned Residential Development *(TMC 18.46.110)*	Short Subdivision Committee	
Binding Site Improvement Plan *(TMC 17.16)*	Short Subdivision Committee	

3. Type 3 Decisions are quasi-judicial decisions made by the Hearing Examiner following an open record hearing. Type 3 decisions may be appealed only to Superior Court, except for shoreline variances and shoreline conditional uses that may be appealed to the State Shorelines Hearings Board pursuant to RCW 90.58.

TYPE 3 DECISIONS

TYPE OF PERMIT	DECISION MAKER	NOTICING REQUIREMENTS
Uncertain zone district boundary *(TMC 18.08.040)*	Hearing Examiner	**Type:** Notice of Application *(TMC 18.104.080)* & Notice of Hearing *(TMC 18.104.190)* **Method of Notice:** Posted *(TMC 18.104.110)* & Mailed *(TMC 18.104.120)* *Additional Notice Requirements for Shoreline Applications *(TMC 18.104.090(2))*
Variance *(TMC 18.72)*	Hearing Examiner	
TSO Special Permission Use *(TMC 18.41.060)*	Hearing Examiner	
Conditional Use Permit *(TMC 18.64)*	Hearing Examiner	
Modifications to Certain Parking Standards *(TMC 18.56)*	Hearing Examiner	
Reasonable Use Exceptions under Critical Areas Ordinance *(TMC 18.45.180)*	Hearing Examiner	
Variance for Noise in Excess of 30 Days *(TMC 8.22.120)*	Hearing Examiner	
Variance from Parking Standards over 10% *(TMC 18.56.140)*	Hearing Examiner	
Sign Variance *(TMC § 18.72.030)*	Hearing Examiner	
Preliminary Long Subdivision *(TMC 17.14.020)*	Hearing Examiner	
Wireless Communication Facility, Macro Facility – New Tower *(TMC Chapter 18.58.070)*	Hearing Examiner	
Shoreline Conditional Use Permit* *(TMC 18.44.110)*	Hearing Examiner	
Shoreline Variance *(TMC § 18.44.110.F)*	Hearing Examiner	

4. Type 4 Decisions are quasi-judicial decisions made by the City Council following an open record hearing. Type 4 decisions may be appealed only to Superior Court.

TYPE 4 DECISIONS

<table>
<tr><th>TYPE OF PERMIT</th><th>DECISION MAKER</th><th>NOTICING REQUIREMENTS</th></tr>
<tr><td>Planned Residential Development (PRD), including Major Modifications
(TMC 18.46)</td><td>City Council</td><td rowspan="3">**Type:**
Notice of Application
(TMC 18.104.080)
&
Notice of Hearing
(TMC 18.104.190)

Method of Notice:
Posted
(TMC 18.104.110)
&
Mailed
(TMC 18.104.120)</td></tr>
<tr><td>Critical Area Master Plan Overlay
(TMC 18.45.160)</td><td>City Council</td></tr>
<tr><td>Unclassified Use
(TMC 18.66)</td><td>City Council</td></tr>
</table>

5. Type 5 Decisions are legislative decisions made by the City Council following an open record hearing. Type 5 decisions may be appealed only to Superior Court or the Growth Management Hearings Board.

TYPE 5 DECISIONS

<table>
<tr><th>TYPE OF PERMIT</th><th>DECISION MAKER</th><th>NOTICING REQUIREMENTS</th></tr>
<tr><td>Comprehensive Plan Amendment
(TMC 18.80)</td><td rowspan="3">City Council</td><td rowspan="3">**Type**:
Notice of Application
(TMC 18.104.080 and TMC 18.80)
&
Notice of Hearing
(TMC 18.104.190)</td></tr>
<tr><td>Amendments to Development Regulations
(TMC 18.82)</td></tr>
<tr><td>Development Agreement (TMC 18.86)</td></tr>
<tr><td>Site Specific Rezones, with Accompanying Comprehensive Plan Map Changes
(TMC 18.84)</td><td>City Council</td><td>**Type:**
Notice of Application
(TMC 18.104.080 and TMC 18.84)
&
Notice of Hearing
(TMC 18.104.190)

Method of Notice:
Posted
(TMC 18.104.110)
&
Mailed
(TMC 18.104.120)</td></tr>
</table>

Section 22. TMC Figure 18-13 Repealed. Ordinance No. 2741 §4 as codified at TMC Figure 18-13, “Housing Option Program Standards”, is hereby repealed.

Section 23. TMC Figure 18-6 Amended. Ordinance No. 2741 §4 as codified at TMC Table 18-6, “Land Uses Allowed by District”, is hereby amended to read as referenced in Exhibit A.

Section 24. Corrections by City Clerk or Code Reviser Authorized. Upon approval of the City Attorney, the City Clerk and the code reviser are authorized to make necessary corrections to this ordinance, including the correction of clerical errors; references to other local, state or federal laws, codes, rules, or regulations; or ordinance numbering and section/subsection numbering.

Section 25. 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 26. Effective Date. This ordinance or a summary thereof shall be published in the official newspaper of the City, and shall take effect and be in full force five (5) days after passage and publication as provided by law.

PASSED BY THE CITY COUNCIL OF THE CITY OF TUKWILA, WASHINGTON, at a Regular Meeting thereof this _______ day of _________________, 2026.

ATTEST/AUTHENTICATED:

____
Andy Youn-Barnett, City Clerk

____
Thomas McLeod, Mayor

APPROVED AS TO FORM BY:

Filed with the City Clerk:_______________
Passed by the City Council:_____________
Published:___________________________
Effective Date:_______________________
Ordinance Number:___________________

____
Office of the City Attorney

Attachments: Exhibit A - Table 18-6, “Land Uses Allowed by District”

P = Permitted (See TMC 18.06.880)
A = Permitted as an accessory use (See TMC 18.06.870)
C = Requires a Conditional Use Permit (See TMC 18.06.875 and TMC 18.64)
U = Requires an Unclassified Use Permit (See TMC 18.06.890 and TMC 18.66)
S = Requires Special Permission Permit (Administrative approval by the Director)

Exhibit A – Table 18-6: Land Uses Allowed by District

Any reference to Table 18-2 is understood to refer to Table 18-6. See Figure 18-1 for the Shoreline Use Matrix.

Land Use Designations **Commercial Uses**	CR	HDR	MUO	O	RCC	NCC	RC	RCM	C/L I	LI	HI	MIC/ L	MIC/ H	TVS	TSO	PRO	TUC RC	TUC TOD	TUC P	TUC CC	TUC WP
Adult Day Cares	A	A	A	A		A	A	A							P						
Adult Entertainment subject to location restrictions[1]									P	P	P	P	P	P	P						
Amusement Parks								C	C	C	C			C	P						
Animal Shelters & Kennels subject to additional State & local regulations. no permit required for fewer than 4 cats/dogs.								C	C	C	C			C						C	C
Animal Veterinaries including associated temporary indoor boarding. access to an arterial required,	P	P	P		P	P	P	P	P					P			P	P	P	P	P
Bed & Breakfast Lodging no size limit specified			C												P		P	P	P		
Bed & Breakfast Lodging not more than twelve guests[5]	C	C															P	P	P		
Day Care Centers		P	P	P	P	P	P	P	P	P	P	P	P	P	P		P	P	P	P	P
Drive-In Theatres								C	C	C	C			C							
Drive-Throughs								A	A	A	A	A	A	A	A		A	A42		A	A
Eating & Drinking Establishments			P	P	P	P	P	P	P	P	P	P	P	P	P		P	P	P	P	P43
Electric Vehicle Charging Stations Level 1 & Level 2	A	A	A	A	A	A	A	A	A	A	A	A	A	P	P		A	A	A	A	A
Electric Vehicle Charging Stations Level 3 & battery exchange stations & rapid charging stations see TMC 18.50.140	A	A	A	A	A	A	A	P	P	P	P	P	P	P	P		A	P42	A	A	A

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C = Requires a Conditional Use Permit (See TMC 18.06.875 and TMC 18.64)
U = Requires an Unclassified Use Permit (See TMC 18.06.890 and TMC 18.66)
S = Requires Special Permission Permit (Administrative approval by the Director)

Land Use Designations **Commercial Uses**	CR	HDR	MUO	O	RCC	NCC	RC	RCM	C/L I	LI	HI	MIC/ L	MIC/ H	TVS	TSO	PRO	TUC RC	TUC TOD	TUC P	TUC CC	TUC WP
Extended-Stay Hotels								P	P	P	P			P	P		P	P	P		
Farming & Farm-Related Activities														P	P						
Greenhouses or Nurseries commercial					P			P	P	P	P			P	P						
Home Occupations see TMC 18.50.240	A	A	A	A	A	A	A	A						A	A		A	A	A		A
Hotels							P34	P	P	P	P	C	C	P	P		P	P	P		
Laundries commercial								P	P	P	P	P		P							
Laundries self-serve, dry cleaning, tailor, dyeing			P	P	P	P	P	P	P	P	P	P	P	P	P		P	P	P	P	P
Marijuana Producers or Processors State issued license required											P			P	P19						
Marijuana Retailers State issued license required								P			P			P	P19					P	P
Morticians & Funeral Homes								P	P	P	P			P	C						
Motels								P	P	P	P	C	C	P	P		P	P	P		
Nightclubs								P	P	P	P			P	P		P	P41	P	P	
Offices including professional, outpatient medical/dental, government services, research, banking, real estate, or other similar uses			P22	P	P22	P	P	P	P	P	P	P9 C10	P24 C25	P	P		P	P	P	P	P
Parking commercial & principal or primary use			P7	P7			P36	P7	P7	P	P			P			P45	P45	P45	P45	P45
Pawnbrokers / Payday Lenders								C	P	P	P			P	P						
Recreation Facilities commercial & indoor maximum usable floor area of 10,000 square feet			P	P		P	P	P	P	P	P	C3	P	P	P		P	P	P	P	P
Recreation Facilities commercial & indoor no usable floor area maximum						C	C	P	P	P				P	P		P	P	P		P

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Land Use Designations **Commercial Uses**	CR	HDR	MUO	O	RCC	NCC	RC	RCM	C/L I	LI	HI	MIC/ L	MIC/ H	TVS	TSO	PRO	TUC RC	TUC TOD	TUC P	TUC CC	TUC WP
Recreation Facilities commercial & outdoor									C	C	C			C							P
Retail General Retail & Services			P	P	P	P	P	P	P	P	P	C3	C3	P	P		P	P	P	P	P
Theaters not including “Adult Entertainment Establishments”						P	P	P	P	P	P			P	P31		P		P	P	
Vehicle Fueling Stations and typical appurtenances, including car washes									P	P	P	P	P	P	P			P42		P	P
Vehicle Maintenance Facilities not including vehicle fueling or major repair								P	P	P	P	P	P	P	P		P41				P
Vehicle Rental Facilities non-CDL vehicles							P36	P	P	P	P	P	P	P	P		P	P42	P		
Vehicle Rental Facilities CDL vehicles									P	P	P	P	P	P	P						
Vehicle Sales Lots[2]								P	P	P	P			P	P		P	P42	P		P
Vehicle Storage (no customers onsite) does not include park-and-fly operations															P						

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C = Requires a Conditional Use Permit (See TMC 18.06.875 and TMC 18.64)
U = Requires an Unclassified Use Permit (See TMC 18.06.890 and TMC 18.66)
S = Requires Special Permission Permit (Administrative approval by the Director)

Land Use Designations **Residential Uses**[53]	CR	HDR	MUO	O	RCC	NCC	RC	RCM	C/L I	LI	HI	MIC/ L	MIC/ H	TVS	TSO	PRO	TUC RC	TUC TOD	TUC P	TUC CC	TUC WP
Convalescent & Nursing Homes & Assisted Living Facilities			P	P		P		P	P					P	P55			P	P		
Daycare Family Home (Family Child Care Home)[12] **and/or Adult Family Homes** within parcels containing two or fewer dwelling units	A	A	A	A	A	A	A	A						A	A55		A	A	A		A
Diversion Facilities & Diversion Interim Services Facilities south of Strander Blvd only									U												
Domestic Shelters	P	P	P	P																	
Dormitories accessory to permitted use	C	C	A	A	A	A	A	A	A	A	A			A	A55			A	A		
Dwellings Co-living Housing[52]		P	P		P	P	P	P						P	P55		P	P	P		P46
Dwellings Cottage Housing	P	P	P		P	P															
Dwellings Courtyard Apartments	P	P	P		P	P															
Dwellings Detached Single Family	P	P	P47	P47	P47									P47	P55						
Dwellings Detached Zero-Lot Line Units	P	P	P		P																
Dwellings Duplex, Triplex or Fourplex, Fiveplex or Townhouse4[0]	P	P	P		P										P55						
Dwellings Multi-Family (mixed-use)			P		P	P	P	P						C15	P55		P	P	P		P46
Dwellings Multi-Family (single-use)		P				P	P								P55		P	P	P		P46
Dwellings Senior Citizen Housing / Assisted Living Facility		P 60/ac	P 60/ac			P	P	P 60/ac						C15	P55		P	P	P		P46
Dwellings Stacked Flat	P	P	P		P	P															
Dwellings Townhouses	P	P	P		P	P									P55		P	P	P		P46
Dwellings Accessory[16]	A	A	A	A	A									A	A55						
Emergency Housing & Emergency Shelters[37]							P	P	P	P	P	P	P	P	P55		P	P	P		

P = Permitted (See TMC 18.06.880)
A = Permitted as an accessory use (See TMC 18.06.870)
C = Requires a Conditional Use Permit (See TMC 18.06.875 and TMC 18.64)
U = Requires an Unclassified Use Permit (See TMC 18.06.890 and TMC 18.66)
S = Requires Special Permission Permit (Administrative approval by the Director)

Land Use Designations **Residential Uses**[53]	**CR**	**HDR**	**MUO**	**O**	**RCC**	**NCC**	**RC**	**RCM**	**C/L I**	**LI**	**HI**	**MIC/ L**	**MIC/ H**	**TVS**	**TSO**	**PRO**	**TUC RC**	**TUC TOD**	**TUC P**	**TUC CC**	**TUC WP**
Garages or Carports (private) not exceeding 1,500 square feet	A																				
Greenhouses & Storage Sheds (noncommercial) not exceeding 1,000 square feet	A	A	A																		
Manufactured & Mobile Home Parks [17]		P																			
Permanent Supportive Housing [38]	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P 55		P	P	P		P46
Residences for Security or Maintenance Personnel			A	A	A	A	A	A	A	A	A	A	A	A	A55						
Secure Community Transition Facilities [28]													U								
Tiny Home Villages [39]	P	P	P	P	P	P	P	P	P	P	P			P	P55						
Transitional Housing [38]	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P 55		P	P	P		P46

Continued next page

P = Permitted (See TMC 18.06.880)
A = Permitted as an accessory use (See TMC 18.06.870)
C = Requires a Conditional Use Permit (See TMC 18.06.875 and TMC 18.64)
U = Requires an Unclassified Use Permit (See TMC 18.06.890 and TMC 18.66)
S = Requires Special Permission Permit (Administrative approval by the Director)

Land Use Designations **Industrial Uses**	CR	HDR	MUO	O	RCC	NCC	RC	RCM	C/L I	LI	HI	MIC/ L	MIC/ H	TVS	TSO	PRO	TUC RC	TUC TOD	TUC P	TUC CC	TUC WP
Animal Rendering										U					P						
Cargo Containers see TMC 18.50.060	A&S	A&S					A&S	A&S	A&S	P	P	P	P	P							A
Cement Manufacturing									U	U	U	U	U	U							
Contractor Storage Yards									P	P	P	P	P	P							
Etching, Film Processing, Lithography, Printing & Publishing								P	P	P	P	P	P	P	P						P
Hazardous Waste Treatment & Storage Facilities (off-site) (subject to compliance with state siting criteria. See RCW Chapter 70.105 & TMC 21.08)											C		C								
Heavy Equipment Repair & Salvage									P	P	P	P	P	P							
Industrial Uses, Heavy not otherwise listed see TMC 18.06.447.									C	C	P	C	P	C							
Industrial Uses, Light not otherwise listed see TMC 18.06.446.								P	P	P	P	P	P	P	P						P43
Internet Data/Telecommunication Centers									P	P	P	P	P	P	P						
Manufacturing and/or Assembly that Includes: rock crushing / asphalt or concrete batching or mixing / stone cutting / brick manufacturing / marble works									C	C	P	C	P	C	C						
Manufacturing, Refining or Storing: highly volatile noxious or explosive products (less than tank car lots) such as acids, petroleum products, oil or gas, matches, fertilizer or insecticides; except for accessory storage											U		U	U	U						
Medical & Dental Laboratories			P	P			A	P	P	P	P			P	P		P	P	P		P
Minor Expansion of an Existing Warehouse [20]															S						
Removal & Processing of: sand, gravel, rock, peat, black soil & other natural deposits together with associated structures									U	U	U	U	U	U							
Research & Development Facilities														P	P54						

P = Permitted (See TMC 18.06.880)
A = Permitted as an accessory use (See TMC 18.06.870)
C = Requires a Conditional Use Permit (See TMC 18.06.875 and TMC 18.64)
U = Requires an Unclassified Use Permit (See TMC 18.06.890 and TMC 18.66)
S = Requires Special Permission Permit (Administrative approval by the Director)

Land Use Designations **Industrial Uses**	CR	HDR	MUO	O	RCC	NCC	RC	RCM	C/L I	LI	HI	MIC/ L	MIC/ H	TVS	TSO	PRO	TUC RC	TUC TOD	TUC P	TUC CC	TUC WP
Sales & Rental Facilities of Heavy Machinery & Equipment [50]									P	P	P	P	P	P	P						
Salvage & Wrecking Operations									P49	P49	P	P49	P	C P49							
Self-Storage Facilities									P	P	P	P	P	P	P						P
Storage (outdoor) of: materials allowed to be manufactured or handled within facilities conforming to uses under this chapter [50]									P	P	P	P	P	P	P						A
Storage (outdoor) of: any materials not otherwise listed. [51]												P	P	P	C						
Tow-Truck Operations subject to all additional State & local regulations										P	P	P	P	P	P						
Truck Terminals										P	P	P	P	P	P						
Warehouse Storage and/or Wholesale Distribution Facilities								P	P	P	P	P	P	P	P						P

Continued next page

P = Permitted (See TMC 18.06.880)
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U = Requires an Unclassified Use Permit (See TMC 18.06.890 and TMC 18.66)
S = Requires Special Permission Permit (Administrative approval by the Director)

Land Use Designations **Transportation, Communication, and Infrastructure Uses**	CR	HDR	MUO	O	RCC	NCC	RC	RCM	C/L I	LI	HI	MIC/ L	MIC/ H	TVS	TSO	PRO	TUC RC	TUC TOD	TUC P	TUC CC	TUC WP
Airports, Landing Fields & Heliports except emergency sites									U	U	U	U	U	U	U						
Hydroelectric & **Private Utility Power Generating Plants**							U	U	U	U	U	U	U	U							
Park & Ride Lots operated by a public agency			C	C		A	A	C	C	C	C	C	C	C	C		U	U	U		U
Parking Areas for any use not otherwise listed	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A		A	A	A	A	A
Parking Areas for Municipal Uses & Police Stations	C	C	C	C	C	C	C	C	C	C	C	C	C	C	P						
Radio, Television, Microwave, **or Observation Stations & Towers**	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C		C	C	C	C	C
Railroad Freight or Classification Yards											U	U	U	U							
Railroad Tracks including lead, spur, loading or storage									P	P	P	P	P	P							
Transfer Stations refuse & garbage, operated by a public agency											U	U	U	U							
Transit Facilities bus and/or rail	C	C	C	C	C	P	P	P	P	P	P	P	P	P	P		P	P	P	P	P
Utility Facilities above ground	C	C	C	C	C	C	C	C	C	C	C	C	C	C	P		C	C	C	C	P
Utility Facilities under ground	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P		P	P	P	P	P
Vertical Take-Off & Landing Pads as accessory uses							C48								C						
Wireless Telecommunications Facilities see TMC 18.58	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P

Continued next page

P = Permitted (See TMC 18.06.880)
A = Permitted as an accessory use (See TMC 18.06.870)
C = Requires a Conditional Use Permit (See TMC 18.06.875 and TMC 18.64)
U = Requires an Unclassified Use Permit (See TMC 18.06.890 and TMC 18.66)
S = Requires Special Permission Permit (Administrative approval by the Director)

Land Use Designations **Civic & Institutional Uses**	CR	HDR	MUO	O	RCC	NCC	RC	RCM	C/L I	LI	HI	MIC/ L	MIC/ H	TVS	TSO	PRO	TUC RC	TUC TOD	TUC P	TUC CC	TUC WP
Cemeteries & Crematories	C	C	C	C				C	C	C	C			C	C						
Colleges & Universities			C	C		C	C	C	C	C	C	C6	C6	C6	P		P	P	P		
Convention & Exhibition Facilities including Multipurpose Arenas							P	P	P	P	P			P	P		P	P42	P		
Correctional Institutes				U11						U	U		U								
Cultural Facilities including Libraries, Museums, Art Galleries, Performing Arts Centers	C	P	P	P	C	P	P	P	P	P	P	P	P	P	P		P	P	P		
Fire & Police Stations	C	C	C	C	C	C	C	C	C	C	C	C	C	C	P		C	C	C	P	P
Golf Courses publicly owned& operated																P					
Hospitals			C	C			C	C	C	C	C			C	P						
Parks, Trails, Community Centers, Sports Courts not including Amusement Parks, Golf Courses, or Commercial Recreation	P44	P44	P44	P44	P44	A P44	A P44	P44	P44	P44	P44	P44	P44	P44	P44	P44	P44	P44	P44	P44	P44
Religious Institutions less than 750 sf of assembly area	C	C	P	P	P	P	P	P	P	P	P			P	P		P	P	P	P	P
Religious Institutions greater than 750 sf of assembly area	C	C	C	C	C	C	C	C	C	C	C			C	C		C	C	C	C	C
Sanitariums or similar institutes														C							
Schools public or private, elementary through high school	C	C	C	C	C	C	C	C				P9 C10		C	C	P44	P	P	P		

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C = Requires a Conditional Use Permit (See TMC 18.06.875 and TMC 18.64)
U = Requires an Unclassified Use Permit (See TMC 18.06.890 and TMC 18.66)
S = Requires Special Permission Permit (Administrative approval by the Director)

Land Use Designations **Miscellaneous Uses**	CR	HDR	MUO	O	RCC	NCC	RC	RCM	C/L I	LI	HI	MIC/ L	MIC/ H	TVS	TSO	PRO	TUC RC	TUC TOD	TUC P	TUC CC	TUC WP
Essential Public Facilities not otherwise listed	U	U	U	U	U	U	U	U	U	U	U	U	U	U	U		U	U	U	U	U
Landfilling & Excavating which has received a Determination of Significance pursuant to the State Environmental Policy Act	U	U	U	U	U	U	U	U	U	U	U	U	U	U							
Stables private	A29	A29													P						

Note: For uses not specifically listed in Table 18-6, the Director of Community Development will determine whether the use may be permitted in a zoning district. The Director shall consider whether the proposed use is:
a. Similar in nature to and compatible with other uses permitted out right within a similar zone; and
b. Consistent with the stated purpose of the zone; and
c. Consistent with the policies of the Tukwila Comprehensive Plan.

1. Adult entertainment establishments are permitted, subject to the following location restrictions:
   a. No adult entertainment establishment shall be allowed within the following distances from the following specified uses, areas or zones, whether such uses, areas or zones are located within or outside the City limits:
      (1) In or within 1,000 feet of any CR, HDR, MUO, O, NCC, RC, RCM or TUC zone districts or any other residentially-zoned property;
      (2) In or within one-half mile of:
         (a) Public or private school with curricula equivalent to elementary, junior or senior high schools, or any facility owned or operated by such schools; and
         (b) Care centers, preschools, nursery schools or other child care facilities;
      (3) In or within 1,000 feet of:
         (a) public park, trail or public recreational facility; or
         (b) church, temple, synagogue or chapel; or
         (c) public library.
   b. The distances specified in this section shall be measured by following a straight line from the nearest point of the property parcel upon which the proposed use is to be located, to the nearest point of the parcel of property or land use district boundary line from which the proposed land use is to be separated.
   c. No adult entertainment establishment shall be allowed to locate within 1,000 feet of an existing adult entertainment establishment. The distance specified in this section shall be measured by following a straight line between the nearest points of public entry into each establishment.
2. No dismantling of cars or travel trailers or sale of used parts allowed.
3. Retail sales and services are limited to uses of a type and size that clearly intend to serve other permitted uses and/or the employees of those uses.

5. Bed and breakfast facilities, provided:
   a. the manager/owner must live on-site,
   b. the maximum number of residents, either permanent or temporary, at any one time is twelve,

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C = Requires a Conditional Use Permit (See TMC 18.06.875 and TMC 18.64)
U = Requires an Unclassified Use Permit (See TMC 18.06.890 and TMC 18.66)
S = Requires Special Permission Permit (Administrative approval by the Director)

c. two on-site parking spaces for the owner and permanent residents and one additional on-site parking space is provided for each bedroom rented to customers,
d. the maximum length of continuous stay by a guest is 14 days,
e. breakfast must be offered on-site to customers, and
f. all necessary permits or approvals are obtained from the Health Department.

6. Colleges and universities with primarily vocational curriculum if associated with an established aviation, manufacturing or industrial use.
7. Commercial parking; provided it is:
   a. a structured parking facility located within a structure having substantial ground floor retail or commercial activities and designed such that the pedestrian and commercial environments are not negatively impacted by the parking use; or
   b. a surface parking facility located at least 175 feet from adjacent arterial streets and behind a building that, combined with appropriate Type III landscaping, provides effective visual screening from adjacent streets.
9. Offices including, but not limited to, software development and similar uses, financial services, schools for professional and vocational education if associated with an established aviation, manufacturing or industrial use, less than 20,000 square feet. This category does not include outpatient medical and dental clinics.
10. Offices including, but not limited to, software development and similar uses, financial services, schools for professional and vocational education if associated with an established aviation, manufacturing or industrial use, 20,000 square feet and over.
11. Correctional institution operated by the City of Tukwila.
12. Family child care homes, provided the facility shall be licensed by the Department of Early Learning or its successor agency and shall provide a safe passenger loading zone.
15. Dwelling - Multi-family units (Max. 22.0 units/acre except senior citizen housing which is allowed to 100 units/acre, as a mixed-use development that is non-industrial in nature); must be located on property adjacent to and not greater than 500 feet from the Green River, Tukwila Pond, or Minkler Pond.
16. See TMC Section 18.50.220 for accessory dwelling unit standards.
17. Manufactured/mobile home park, meeting the following requirements:
   a. the development site shall comprise not less than two contiguous acres;
   b. overall development density shall not exceed eight dwelling units per acre;
   c. vehicular access to individual dwelling units shall be from the interior of the park; and
   d. emergency access shall be subject to the approval of the Tukwila Fire Department.
19. Where the underlying zoning is HI or TVS.
20. Minor expansion of an existing warehouse if the following criteria are met:
   a. The area of the proposed expansion may not exceed 5% of the floor area of the existing warehouse; and
   b. The proposed expansion will not increase any building dimension that is legally non-conforming; and
   c. Only one minor expansion may be permitted per warehouse in existence as of the date of adoption of the Tukwila South Project Development Agreement; and
   d. The proposed expansion must be constructed within two years of the date of approval; and
   e. The proposed development shall be compatible generally with the surrounding land uses in terms of traffic and pedestrian circulation, building and site design; and
   f. All measures have been taken to minimize the possible adverse impacts the proposed expansion may have on the area in which it is located.
22. Offices, when such offices occupy no more than the first two stories of the building or basement and floor above.
24. Offices; must be associated with another permitted use (e.g., administrative offices for a manufacturing company present within the MIC).
25. Offices not associated with other permitted uses and excluding medical/dental clinics, subject to the following location and size restrictions:
   a. New Office Developments:
      (1) New office developments shall not exceed 100,000 square feet of gross floor area per lot that was legally established prior to 09/20/2003.

P = Permitted (See TMC 18.06.880)
A = Permitted as an accessory use (See TMC 18.06.870)
C = Requires a Conditional Use Permit (See TMC 18.06.875 and TMC 18.64)
U = Requires an Unclassified Use Permit (See TMC 18.06.890 and TMC 18.66)
S = Requires Special Permission Permit (Administrative approval by the Director)

(2) No new offices shall be allowed on lots that abut the Duwamish River and are north of the turning basin. The parcels that are ineligible for stand-alone office uses are shown in Figure 18-12.

b. An existing office development established prior to 12/11/1995 (the effective date of the Comprehensive Plan) that exceeds the maximum size limitations may be recognized as a conforming Conditional Use under the provisions of this code. An existing office development established prior to 12/11/1995 (the effective date of the Comprehensive Plan) may convert to a stand-alone office use subject to the provisions of this code.

28. Secure community transition facility, subject to the following location restrictions:

a. No secure community transition facility shall be allowed within the specified distances from the following uses, areas or zones, whether such uses, areas or zones are located within or outside the City limits:

(1) In or within 1,000 feet of any residential zone.

(2) Adjacent to, immediately across a street or parking lot from, or within the line of sight of a "risk potential activity/facility" as defined in RCW 71.09.020 as amended, that include:

(a) Public and private schools;
(b) School bus stops;
(c) Licensed day care and licensed preschool facilities;
(d) Public parks, publicly dedicated trails, and sports fields;
(e) Recreational and community centers;
(f) Churches, synagogues, temples and mosques; and
(g) Public libraries.

(3) One mile from any existing secure community transitional facility or correctional institution.

b. No secure community transition facility shall be allowed on any isolated parcel which is otherwise considered eligible by applying the criteria listed under TMC 18.38.050-12.a, but is completely surrounded by parcels ineligible for the location of such facilities.

c. The distances specified in TMC 18.38.050-12.a shall be measured as specified under Department of Social and Health Services guidelines established pursuant to RCW 71.09.285, which is by following a straight line from the nearest point of the property parcel upon which the secure community transitional facility is to be located, to the nearest point of the parcel of property or land use district boundary line from which the proposed land use is to be separated.

d. The parcels eligible for the location of secure community transition facilities by applying the siting criteria listed above and information available as of August 19, 2002, are shown in Figure 18-11, "Eligible Parcels for Location of Secure Community Transition Facilities." Any changes in the development pattern and the location of risk sites/facilities over time shall be taken into consideration to determine if the proposed site meets the siting criteria at the time of the permit application.

29. Private stable, if located not less than 60 feet from front lot line nor less than 30 feet from a side or rear lot line. It shall provide capacity for not more than one horse, mule or pony for each 20,000 square feet of stable and pasture area, but not more than a total of two of the above mentioned animals shall be allowed on the same lot.

31. Theaters for live performances, not including adult entertainment establishments and movie theaters with three or fewer screens are permitted. Movie theaters with more than three screens will require a Special Permission Permit. Approval of the Special Permission permit will require the applicant to demonstrate through an economic analysis that the theater:

a. will not have a significant financial impact on any other theater in Tukwila; and

b. will be compatible generally with the surrounding land uses in terms of traffic and pedestrian circulation, building and site design; and

c. will be substantially in conformance with the goals and policies of the Comprehensive Land Use Policy Plan and the Tukwila South Master Plan;

d. has taken all measures to minimize the possible adverse impacts the proposed theater may have on the area in which it is located.

P = Permitted (See TMC 18.06.880)
A = Permitted as an accessory use (See TMC 18.06.870)
C = Requires a Conditional Use Permit (See TMC 18.06.875 and TMC 18.64)
U = Requires an Unclassified Use Permit (See TMC 18.06.890 and TMC 18.66)
S = Requires Special Permission Permit (Administrative approval by the Director)

34. Permitted if the following are provided: a full-service restaurant and a Class A liquor license, 24-hour staffed reception, all rooms accessed off interior hallways or lobby, and a minimum 90 rooms.
36. South of SR 518 only. No surface parking.
37. Subject to the criteria and conditions at TMC 18.50.250 and 18.50.270.
38. Subject to the criteria and conditions at TMC 18.50.260 and 18.50.270.
39. Tiny Home Villages are permitted, subject to the criteria and conditions at TMC Sections 18.50.250 and 18.50.270.
40. Subject to meeting underlying density allowances for unit type.
41. New businesses are limited to locations within the Freeway Frontage Corridor. See additional design standards in the Southcenter Design Manual.
42. East of the Green River only.
43. 3,500 sf max per use.
44. Public only.
45. Day use only.
46. Only on properties fronting the Green River or Minkler Pond.
47. One detached single family dwelling per existing lot permitted in MUO, O, RCC, TVS.
48. South of SR 518 only.
49. Operations must be entirely enclosed within a building.
50. Screening in accordance with TMC 18.52 required.
51. Permitted up to a height of 20 feet with a front yard setback of 25 feet, and to a height of 50 feet with a front yard setback of 100 feet. Security required.
52. Permitted only on parcels for which the underlying zoning district permits 6 or greater dwelling units. Co-living sleeping units are permitted at four times the permitted dwelling unit density of the zone.
53. Residential units developed on land owned or controlled by a religious organization are permitted additional density, consistent with RCW 35A.63.300.
54. Research and development uses shall be located at least 50 feet from all property lines shared with any parcel that features residential uses. For the purposes of compliance with TMC 8.22 “Noise”, any sound producing parcel developed with a “Research and Development” use shall be considered to be within an industrial district, and any sound receiving parcel developed with a residential use shall be considered to be within a “Residential” district.
55. Residential uses shall be located at least 50 feet from all property lines shared with any parcel that features research and development uses. For the purposes of compliance with TMC 8.22 “Noise”, any sound producing parcel developed with a “Research and Development” use shall be considered to be within an industrial district, and any sound receiving parcel developed with a residential use shall be considered to be within a “Residential” district.

City of Tukwila

Washington

Ordinance No. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TUKWILA, WASHINGTON, UPDATING REFERENCES PURSUANT TO CHANGES IN ZONING DISTRICTS AS CODIFIED AT TUKWILA MUNICIPAL CODE (TMC) SECTIONS 19.08.180 and 19.08.225; "MULTI-FAMILY COMPLEX" AND "RESIDENTIAL ZONE"; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, Tukwila Municipal Code ("TMC") Title 19 regulates Sign and Visual Communication Code in the City of Tukwila; and

WHEREAS, ordinance 2762 rezoned the Low Density Residential (LDR) and Medium Density Residential (MDR) zoning districts to Community Residential (CR); and

WHEREAS, the City desires to ensure consistency through the Tukwila Municipal Code; and

WHEREAS, on June 4, 2026, the City's State Environmental Policy Act (SEPA) Responsible Official issued a Determination of Non-Significance on the proposed amendments; and

WHEREAS, the Tukwila City Council held a property noticed public hearing on July 13, 2026; and

WHEREAS, on July 20, 2026, after considering the analysis and proposed code amendments prepared by City Staff, and the public comments received, the City Council desire to adopt code amendments as set forth herein.

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

Section 1. Adoption of Findings of Fact. The City Council finds as follows:

A. The above recitals, set forth as “WHEREAS” clauses, are hereby adopted as Findings of Fact in support of the adoption of this ordinance.

B. The amendments that are established below comply with the requirements of the Washington State Growth Management Act and the Tukwila Municipal Code.

Section 2. TMC Section 19.08.180 Amended. Ordinance No. 2742 §3 (part), as codified at TMC 19.08.180, “Multi-Family Complex” is hereby amended as follows:

"Multi-family complex" means any structure or group of structures within a non-CR residential zone that contains at least five dwelling units.

Section 3. TMC Section 19.08.180 Amended. Ordinance No. 2742 §3 (part), as codified at TMC 19.08.225, “Residential Zone” is hereby amended as follows:

"Residential zone" means any area of the City zoned CR or HDR.

Section 4. Corrections by City Clerk or Code Reviser Authorized. Upon approval of the City Attorney, the City Clerk and the code reviser are authorized to make necessary corrections to this ordinance, including the correction of clerical errors; references to other local, state or federal laws, codes, rules, or regulations; or ordinance numbering and section/subsection numbering.

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 five days after passage and publication as provided by law.

PASSED BY THE CITY COUNCIL OF THE CITY OF TUKWILA, WASHINGTON, at a Regular Meeting thereof this _______ day of ___________________, 2026.

[signatures to follow]

ATTEST/AUTHENTICATED:

____
Andy Youn-Barnett, CMC, City Clerk

____
Thomas McLeod, Mayor

APPROVED AS TO FORM BY:

____
Office of the City Attorney

Filed with the City Clerk:______________
Passed by the City Council:____________
Published:__________________________
Effective Date:______________________
Ordinance Number:__________________

City of Tukwila

Washington

Resolution No. ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TUKWILA, WASHINGTON, UPDATING THE CRITICAL AREAS DESIGNATION FEE IN ALIGNMENT WITH RECENT CHANGES TO THE TUKWILA MUNICIPAL CODE.

WHEREAS, the City Council adopted Resolution No. 2105 on November 25, 2024, establishing the City's current consolidated permit fee schedule; and

WHEREAS, the City Council adopted Resolution No. 2124 on October 20, 2025, further updating the permit fee schedule; and

WHEREAS, the City is authorized by RCW 82.02.020 to recover the City's costs for reviewing and processing permit applications; and

WHEREAS, certain sections of Title 18, "Zoning" were updated last year to establish a new "Critical Areas Designation" permit process; and

WHEREAS, proposed amendments to Title 18 providing more flexibility to applicants are not consistent with the current Land Use Fee Schedule; and

WHEREAS, the City's Land Use Fee Schedule needs to be updated to reflect these changes.

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

Section 1. Resolution No. 2124 is hereby amended to revise Section 1, "Land Use Fee Schedule," of the Consolidated Permit Fee Schedule under the section "Environmental Review" to amend and reorder the following row**:**

Permit Type and Subtypes	Hearing Examiner Fee	2026 Fees	Permit Type
ENVIRONMENTAL REVIEW			
State Environmental Policy Act (SEPA)			
SEPA Checklist		$2,616.09	
SEPA - EIS		$4,581.56	
SEPA - Planned Action		$901.12	
SEPA - Addendum		$901.12	
SEPA Exemption Letter		$536.14	
Environmentally Critical Areas			
Critical Areas Designation		Consultant Cost + $300.00	1
Critical Areas Deviation, Buffer Reduction		$2,290.78	2
• Reduced fee for owner occupied properties, no associated short plat		$901.12	2
Critical Areas Reasonable Use Exception	+HE	$4,581.56	3
Environmentally Critical Area Master Plan Overlay	+HE	$7,638.57	3

Section 2. Effective Date. This resolution and the fee schedules contained shall be effective from the date of this ordinance.

PASSED BY THE CITY COUNCIL OF THE CITY OF TUKWILA, WASHINGTON, at a Regular Meeting thereof this _______ day of _________________, 2026.

ATTEST/AUTHENTICATED:

____
Andy Youn-Barnett, CMC, City Clerk

____
Armen Papyan, Council President

APPROVED AS TO FORM BY:

____
Office of the City Attorney

Filed with the City Clerk:_____________
Passed by the City Council:___________
Resolution Number:________________

City of Tukwila

City Council Planning & Community Development Committee

Meeting Minutes
June 8, 2026, *5:30 p.m. – Hybrid Meeting; City Council Conference Room & MS Teams*

Councilmembers Present: Kate Kruller, Chair; Jo Camacho, Jane Ho
Staff Present: Laurel Humphrey, Pete Mayer, Nora Gierloff, Neil Tabor, Nick Wagood
Guest: Dorsol Plants, SKHHP

Chair Kruller called the meeting to order at 5:30 p.m.

BUSINESS AGENDA

A. Resolution: South King Housing & Homelessness Partners Workplan and Budget
Staff is seeking approval of a resolution to adopt SKHHP's 2027 work plan and operating budget.

Committee Recommendation
Unanimous approval. Forward to June 15, 2026 Regular Consent Agenda.

B. Ordinance: Rental Housing Regulations
Staff is seeking approval of an ordinance amending TMC 5.06 to include an inspection incentive program allowing well-managed properties to reduce the number of units to be inspected at the four-year inspection cycle.

Committee Recommendation
Unanimous approval. Forward to July 13, 2026 Committee of the Whole.

C. Miscellaneous Code Amendments
*
Staff is seeking approval of five ordinances and one resolution to correct inconsistencies and provide clarity to better align certain regulations with desired outcomes.

Committee Recommendation
Unanimous approval. Forward to July 13, 2026 Committee of the Whole.

MISCELLANEOUS

The meeting adjourned at 6:52 p.m.

KK

Committee Chair Approval

City of Tukwila

Thomas McLeod, Mayor
Marty Wine, City Administrator

ITEM NO.
7.D.

AGENDA BILL

Agenda Item	Camping Restriction Ordinance	
Sponsor	Eric Lund, Interim Chief of Police	
Legislative History	June 22, 2026	Community Services & Safety Committee
	July 13, 2026	Committee of the Whole
	July 20, 2026	Regular Meeting
Recommended Motion	☐ Discussion Only ☒ Action Requested	
	MOVE TO adopt the ordinance as presented.	

EXECUTIVE SUMMARY

The proposed ordinance would establish camping on public property as a criminal offense within the City of Tukwila. Its primary intent is to address growing public-safety concerns, preserve accessibility of public spaces, and create a consistent legal framework for responding to unauthorized encampments. The ordinance is designed to give officers clearer enforcement authority while aligning the City's practices with recent legal requirements and court decisions that govern public-space management. For example, The U.S. Supreme Court's decision in the City of Grants Pass v. Johnson (2024) confirms that municipalities may enforce reasonable, content-neutral public camping regulations regardless of shelter availability.

Under the proposal, camping on public property would be prohibited unless explicitly authorized. Violations could result in misdemeanor charges, with enforcement guided by departmental policy emphasizing voluntary compliance when possible.

The Police Department remains committed to offering referrals to services, shelter, and supportive resources as a first step, ensuring individuals experiencing homelessness are given every reasonable opportunity to seek assistance prior to any enforcement action.

DISCUSSION

When individuals establish an encampment on public property—such as parks, rights-of-way, sidewalks, or other city-owned areas—officers respond based on documented safety hazards, public health concerns, or interference with the intended use of the property. Because there is no specific local ordinance prohibiting camping on public land, officers typically rely on voluntary compliance efforts, and coordination with outreach teams. This results in an approach that emphasizes engagement and resource connection while ensuring the public property remains safe, accessible, and usable for its intended purpose.

When individuals refuse to leave an encampment on public property and police action becomes necessary, officers must operate within the strict legal framework governing the use of force in Washington State. Under RCW 10.120, officers may use physical force only when it is necessary to carry out a lawful duty.

This ordinance does not alter the Tukwila Police Department's longstanding practice of prioritizing outreach, resource connection, and voluntary compliance before taking any enforcement action. Officers will continue to work closely with social-service partners to offer shelter options, behavioral health resources, and other supportive services prior to considering an arrest or citation. The ordinance simply provides a legal framework for addressing unlawful camping on public property, when necessary, but it does not diminish the department's commitment to engaging individuals respectfully, attempting to resolve situations without enforcement, and using arrest only as a last resort.

The City and Police Department engaged in community outreach by inviting partners and people to the table who could provide insight into the impacts on those most affected. In these meetings we heard differing viewpoints, including from those opposing such changes. However, community input increasingly reflects a strong desire for the city to take additional measures to address homelessness. Since 2022, the police department has received 53 complaints regarding encampments through the Tukwila Works app.

Both City staff and the City Attorney have reviewed the draft ordinance, and edits based on their feedback have been integrated.

ATTACHMENTS

- Final Ordinance – TMC 8.41
- Existing Services for Those Experiencing Homelessness and/or Substance Use Disorders

City of Tukwila

Washington

Ordinance No. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TUKWILA, WASHINGTON, RELATING TO CAMPING ON CITY PROPERTY; ESTABLISHING A NEW CHAPTER OF THE TUKWILA MUNICIPAL CODE (TMC), CHAPTER 8.41, "CAMPING REGULATIONS"; PROVIDING FOR SEVERABILITY; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, Article XI, Section 11 of the Washington Constitution and RCW 35A.11.020 authorize the City of Tukwila ("City") to regulate public property, including City parks, rights of way, and public utility property; and

WHEREAS, camping on public property is a public health, safety, and risk concern due to interference with other intended uses, such as daily government operations, public events, recreational activities, utility service, and pedestrian, bicycle, and vehicular traffic; and

WHEREAS, camping without adequate sanitation services, such as sewer, water, and garbage removal, presents a public health hazard due to the increased risk of disease and virus transmission; and

WHEREAS, many public properties are developed for specific uses and should be available to the public for the property's intended purpose, including City operations, recreation, transportation, utility service, public service events, environmental protection, and other public uses; and

WHEREAS, in *City of Grants Pass v. Johnson*, 603 U.S. 520 (2024), the United States Supreme Court held that generally applicable laws regulating or prohibiting camping on public property do not constitute cruel and unusual punishment under the Eighth Amendment to the United States Constitution, and that cities may enforce such laws to manage the use of public spaces; and

WHEREAS, the Tukwila City Council is committed to a service first philosophy that ensures members of our homeless community are treated with dignity and respect, and that city staff implement administrative practices where housing, mental health, drug addiction, employment, and other types of services are offered prior to punitive enforcement action;

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

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

Section 2. TMC Chapter 8.41 Established. Tukwila Municipal Code (TMC) Chapter 8.41, entitled "Camping," is hereby established to read as follows:

CHAPTER 8.41
CAMPING REGULATIONS

Section 3. Regulations Established. A new TMC Section 8.41.010, "Purpose," is hereby established to read as follows:

8.41.010 Purpose.

The purpose of this chapter is to prevent harm to the health and safety of the public and environment, and to promote the public health, safety, and general welfare and environment by keeping public streets, sidewalks, parks, and other city-owned and/or city-maintained public property within the city readily accessible to the public, and to prevent use of city-owned and/or city-maintained public property for camping purposes or storage of personal property that interferes with the rights of others to use the areas for the purposes for which they were intended.

Section 4. Regulations Established. A new TMC Section 8.41.020, "Unlawful Camping," is hereby established to read as follows:

8.41.020 Unlawful Camping.

A. *Camping Prohibited.* It is unlawful for any person to camp, occupy camp facilities, or use camp paraphernalia on city property, except as set forth in subsection C of this section.

B. *Storage of Camping Facilities and Paraphernalia Prohibited.* It is unlawful for any person to store camp facilities and camp paraphernalia on city property, except as otherwise provided by ordinance.

C. *Exceptions.* The prohibitions contained in subsections A and B of this section shall not apply if:

1. The person is camping or using camp paraphernalia or camp facilities as permitted under this subsection:

   a. The Director of Parks and Recreation, Director of Public Works, or their Designee(s) may approve a permit for camping on city property if the Directors finds, based upon a permit application and information otherwise obtained, that:

      (1) Adequate sanitary facilities are provided and accessible at or near the camp site;
      (2) Adequate trash receptacles and trash collection will be provided;
      (3) The camping activity will not unreasonably disturb or interfere with the peace, comfort and repose of other users or adjacent or nearby private property owners;
      (4) The camping activity is not reasonably likely to cause injury to persons or property, to provoke disorderly conduct, or to create a disturbance;
      (5) Any tent or shelter being used will provide an unobstructed view through such tent or shelter from at least two sides; and
      (6) Allowing the camping is in the public interest.

   b. The Director of Parks and Recreation and Public Works Director are authorized to promulgate rules and regulations regarding the implementation and enforcement of this section.

   c. Seven days is the maximum period of time a permit may authorize camping on city property.

Section 5. Regulations Established. A new TMC Section 8.41.030, "Definitions," is hereby established to read as follows:

8.41.030 Definitions.

A. "City property" as used in this section means all improved and unimproved real property owned or leased by the City of Tukwila, and all City of Tukwila easements, including but not limited to all portions of city parks, as defined in TMC Chapter 12.08, city buildings, rights-of-way, city parking lots, and city environmentally sensitive areas. City property shall not include religious organization property subject to RCW 35A.21.360.

B. “Camp” or “camping” means to pitch, create, use, or occupy camp facilities for the purposes of habitation, living accommodation, or dwelling, as evidenced by the storage of personal belongings in “camp facilities” or the use of “camp paraphernalia.”

C. “Camp facilities” include, but are not limited to, tents, tarps configured for shelter, huts, and temporary shelters. “Camp facilities” does not include shelters when used temporarily in a park for recreation or play during hours when the park is open to the public.

D. “Camp paraphernalia” includes, but is not limited to, tarpaulins, cots, beds, sleeping bags, blankets, mattresses, hammocks, or non-city-designated cooking facilities and similar equipment.

E. “Director of Parks and Recreation” means the Director or their designee(s).

F. “Store” means to put aside or accumulate for use when needed, to put for safekeeping, to place or leave in a location.

Section 6. Regulations Established. A new TMC Section 8.41.040, “Rules,” is hereby established to read as follows:

<u>8.41.040 Rules.</u>

The Chief of Police is hereby authorized to adopt rules, regulations, administrative policies, and procedures for implementing TMC sections 8.41.010 and 8.41.020.

Section 7. Regulations Established. A new TMC Section 8.41050, “Penalties and Enforcement,” is hereby established to read as follows:

<u>8.41.050 Penalties and Enforcement.</u>

A. A violation of this section is a misdemeanor punishable by up to 90 days in jail and/or up to a $1,000 fine.

B. When any police officer, park ranger (TMC 12.08.050(K)), code enforcement officer (TMC 8.45.030), or other duly commissioned officer has probable cause to believe that any person has violated this chapter, the officer may order such person to immediately leave the property where the violation is occurring. Any person refusing to comply with such an order or returning to the property on the same calendar day as such an order is issued is subject to prosecution for criminal trespass pursuant to chapter 9A.52 RCW and/or TMC Section 8.40.040. Additionally, any police officer, park ranger, or other duly commissioned officer may:

1. Issue a misdemeanor pursuant to TMC Section 8.41.040(A);

2. Issue the person a trespass warning excluding them from the property where the violation is occurring, as set forth in TMC Chapter 8.23.

Section 8. Implementation of Ordinance. The Mayor and designee(s) are authorized to take such further actions and implement any administrative procedures necessary to implement and/or carry out the directives of this Ordinance.

Section 9. Corrections by City Clerk or Code Reviser Authorized. Upon approval of the City Attorney, the City Clerk and the code reviser are authorized to make necessary corrections to this Ordinance, including the correction of clerical errors; references to other local, state or federal laws, codes, rules, or regulations; or ordinance numbering and section/subsection numbering.

Section 10. 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 11. Effective Date. This Ordinance or a summary thereof shall be published in the official newspaper of the City and shall take effect and be in full force five (5) days after passage and publication as provided by law.

PASSED BY THE CITY COUNCIL OF THE CITY OF TUKWILA, WASHINGTON, at a Regular Meeting thereof this ____ day of ____________, 2026.

ATTEST/AUTHENTICATED:

____
Andy Youn-Barnett, City Clerk

____
Thomas McLeod, Mayor

APPROVED AS TO FORM BY:

____
Office of the City Attorney

Filed with the City Clerk:______________
Passed by the City Council:____________
Published:_________________________
Effective Date:_____________________
Ordinance Number:_________________

Handout related to 7/20/26 COW Agenda Item 7D

Existing Services for Those Experiencing Homelessness and/or Substance Use Disorders

All services listed are voluntary with varying eligibility criteria and availability.

- Crisis Solutions Center
    - Individual adults only
    - Up to 2 weeks of emergency shelter w/ access to case management and nursing staff
    - Operated by Downtown Emergency Service Center
- Recovery Navigator
    - Regional alternative to LEAD (Law Enforcement Assisted Diversion)
    - Provide same or next-day connection to detox and inpatient substance use treatment
    - Provide follow-up case management to support participants in finding sober housing after completing treatment
- LIHI Tiny Home Villages
    - Tukwila PD has 7 assigned units at Miracle Temple Village (individuals and couples) and 5 assigned units at Church By The Side of the Road Village (individuals, couples, and families up to 3 persons)
    - MHP maintains a running waitlist of interested and eligible persons
- DSHS
    - Provides EBT (AKA food stamps), HEN program (housing assistance with long waitlist), disability benefits, Apple Health and more
    - Require proof of identity and other documentation
- Salvation Army Street Level
    - County-wide outreach program
    - Provides housing case management services and has some funding for move-in costs
- On-Demand Suboxone
    - 24/7 prescriber line for getting started on medication-assisted treatment (suboxone) for opioid use disorder
- Projects for Assistance in Transitions [PATH]
    - Outreach that provides case management support connecting to mental health services and housing
- Supportive Services for Veterans & Families [SSVF]
    - Population-specific housing case management
- Blue Bridge Program
    - MHP and multiple officers have discretionary use of donated funds
    - Generally used for urgent necessities such as a short motel stay for a family, a meal, or medicine

General Fund Investments to Shelter/Transitional Housing Services

Crisis Connections – 2-11 To access emergency shelter in King County, unsheltered must call 2-11. Which is a centralized hub that connects single adults, families, and youth to available shelter beds, day centers, and coordinated entry programs across the region. Funding is $2500 annually. Those seeking shelter must call the shelter intake line daily until space is located.

Hospitality House – 9 bed single women's shelter in Burien – On-site they provide food, showers, laundry, case management, on-site trauma informed counseling. Up to 90 days. Funding is $10,000 annually.

Mary's Place Shelter – Emergency family shelter for those experiencing homelessness. Unsheltered families call the county wide shelter intake line at Mary's Place daily to secure shelter (connected to the 2-11 Coordinated Entry line). Funding is $10,000 annually.

Multi-Service Center – Shelter and transitional housing for families who are unsheltered. Access through the regional shelter intake line (Mary's Place or 2-11). Funding is $5450 annually.

REACH (Renton Ecumenical Association of Churches) Center for Hope – Shelter and day services for homeless women and women with children. Showers, meals, laundry, and case management services available. Funding is $10,000 annually.

St. Stephen Housing – Transitional Housing – 2 Tukwila owned homes (3 units) leased to St. Stephen Housing Association to provide transitional housing and case management services to unsheltered families. Families identified through regional shelter access line, and Tukwila School District. Funding is $12,500 annually

YWCA – Anita Vista (Confidential DV shelter) – Anita Vista provides confidential transitional housing for female victims of domestic violence and their children. Offers survivor led, culturally specific advocacy, safety, and goal planning. 14 transitional housing units. Funding is $9000 annually.

City of Tukwila

Thomas McLeod, Mayor
Marty Wine, City Administrator

ITEM NO.
7.E.

AGENDA BILL

Agenda Item	Public Works Consolidation Phase II Project Update
Sponsor	Jen Tetatzin, Public Works Director
Legislative History	June 1, 2026 Regular Meeting July 20, 2026 Regular Meeting
Recommended Motion	☒ Discussion Only ☐ Action Requested **MOVE TO:** No formal motion requested. Staff is seeking Council consensus to proceed with the current Public Works Phase II proposal, beginning with demolition of the existing buildings scheduled for removal.

EXECUTIVE SUMMARY

Public Works Phase II is the final remaining Public Safety Plan project. It will consolidate Public Works operations, vacate aging and inadequate facilities, and provide infrastructure needed for emergency response, equipment and material storage, crew support, and daily delivery of essential public services.

Since the June 1 update, staff has refined the project scope and delivery strategy while maintaining the estimated $35 million capital budget. Staff is seeking Council consensus to proceed with the current proposal, beginning with demolition of the existing buildings scheduled for removal. No contract award or expenditure authorization is requested at this meeting.

DISCUSSION

The current proposal retains the project's critical operational requirements while deferring optional elements. It consolidates offices into a one-story operations and engineering building; provides maintenance shops, warehouse space, and covered material storage; uses tension-fabric structures where appropriate; and removes damaged existing buildings. Staff recommends design-bid-build delivery, with demolition procured separately while final design and permitting proceed.

With Council consensus, demolition is anticipated from August through November 2026. Final design is scheduled through July 2027, with construction completed in September 2028 and move-in by the end of 2028. The attached presentation provides the updated scope, procurement plan, risks, budget, funding model, and schedule.

FINANCIAL IMPACT

No expenditure authorization is requested with this agenda item.

ATTACHMENTS

- Presentation - Public Works Consolidation Phase II Project Update

Public Works Shops Consolidation Phase II Project Update

July 20, 2026
Regular Meeting

The City of opportunity, the community of choice.

Agenda

- Public Works Consolidation Phase II
  - Project Overview
  - Project Delivery
  - Budget and Schedule
  - Discussion

Prepared by:
Jen Tetatzin, PE, PMP
Public Works Director

Griffin Lerner
Public Works Analyst

Project Overview

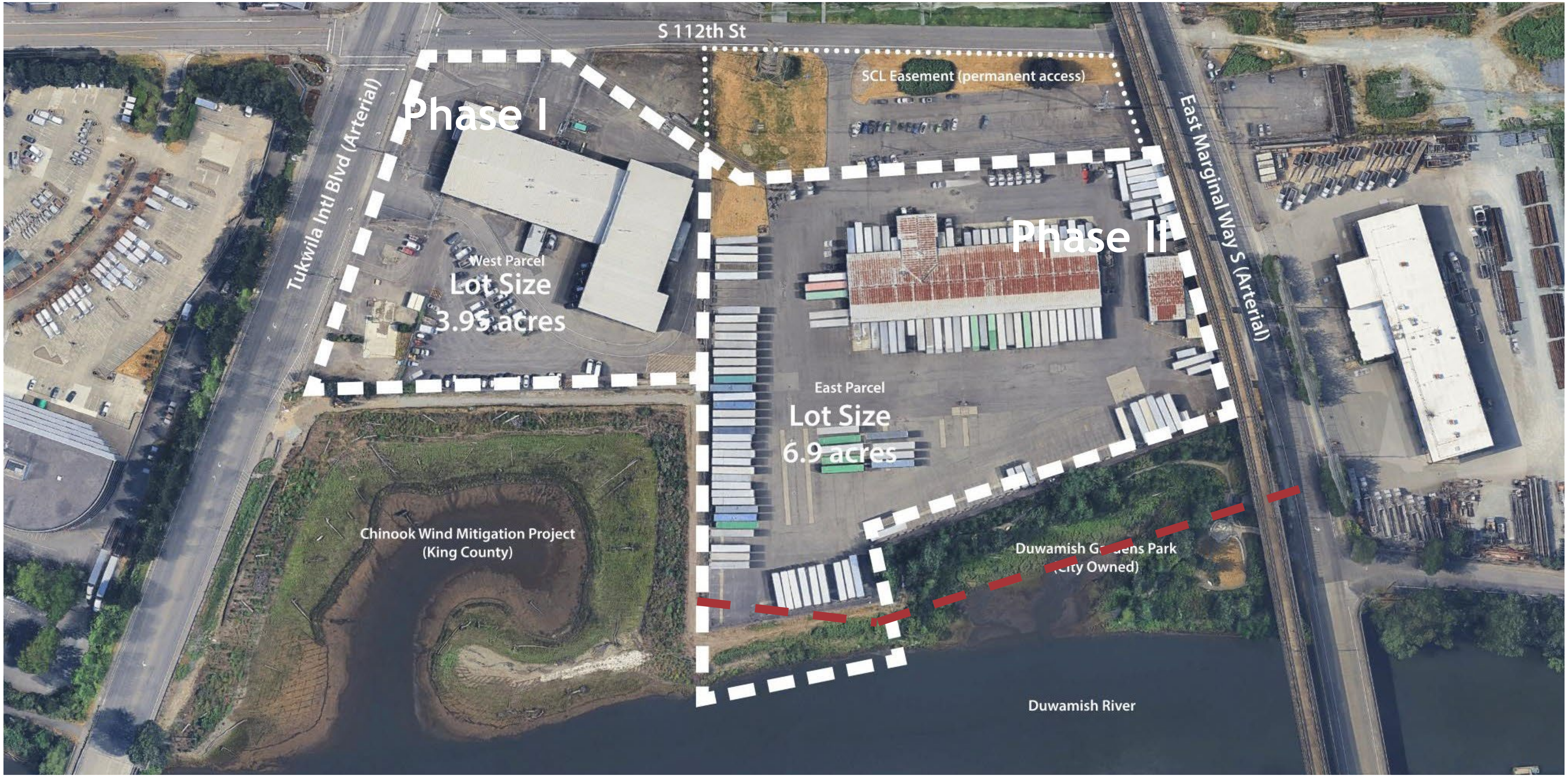
Public Works Consolidation Master Plan

Vacate George Long
Completed 2021

Vacate Minkler and
Longacres Sites

Vacate Building
6300

Location: S 112th St between Tukwila International Blvd and E Marginal Way



Phase II Project Scope

Design and construct adequate facilities for all Public Works department operations

Critical Requirements

- Traffic Signal and Sign Shops
- Utility Repair and Fab Shop
- Parts & Tool Warehouse
- Salt/Sand/Gravel/Spoils Storage
- Personnel Decon station
- Locker, Break, and Restrooms
- Offices and Conference rooms
- Onsite Backup Power
- Efficient truck circulation
- Trash loading ramp & decant facility

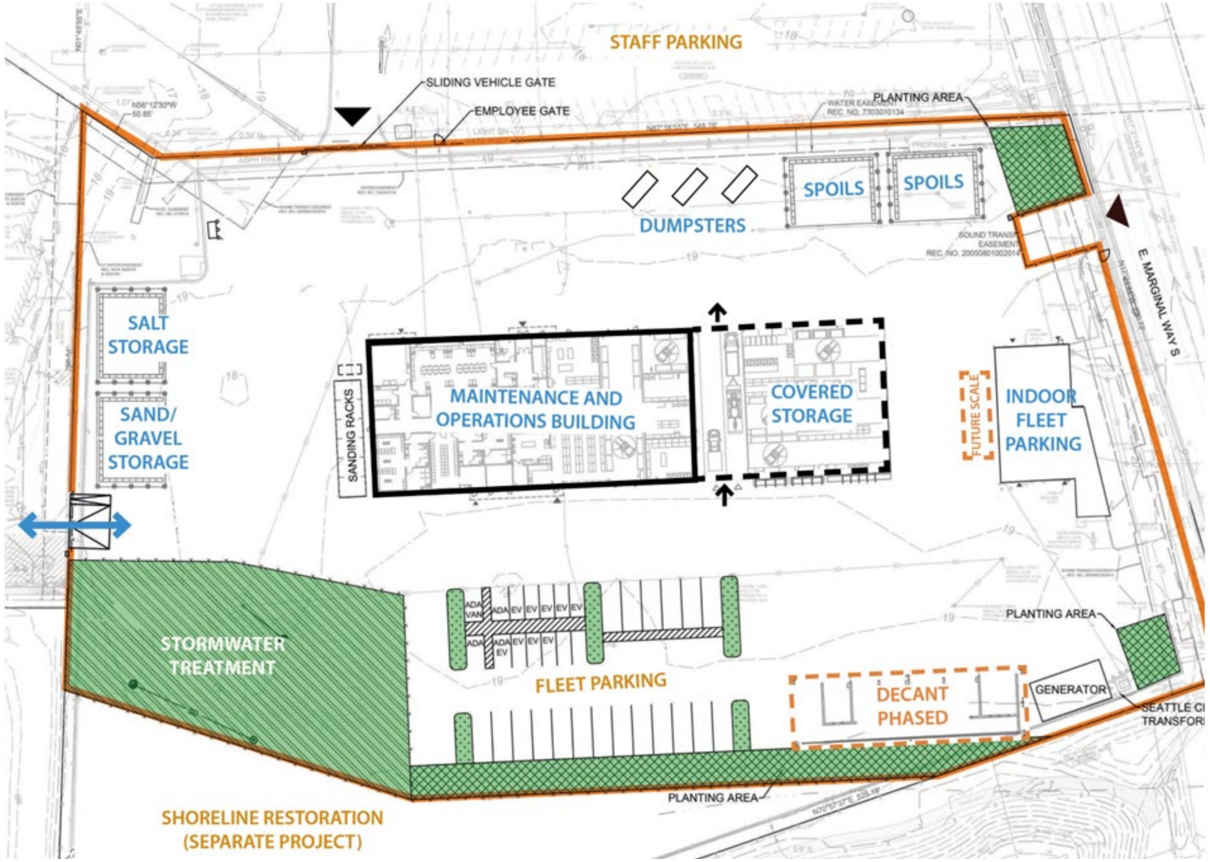
Optional / Deferrable Items

- Essential Facility standards
- Public meeting rooms
- Additional covered equip storage
- Truck scale
- Dedicated training rooms
- Small & Attractive Storage Rooms
- Indoor Truck Wash
- Fitness & Recovery Rooms
- Flex / Surge office space

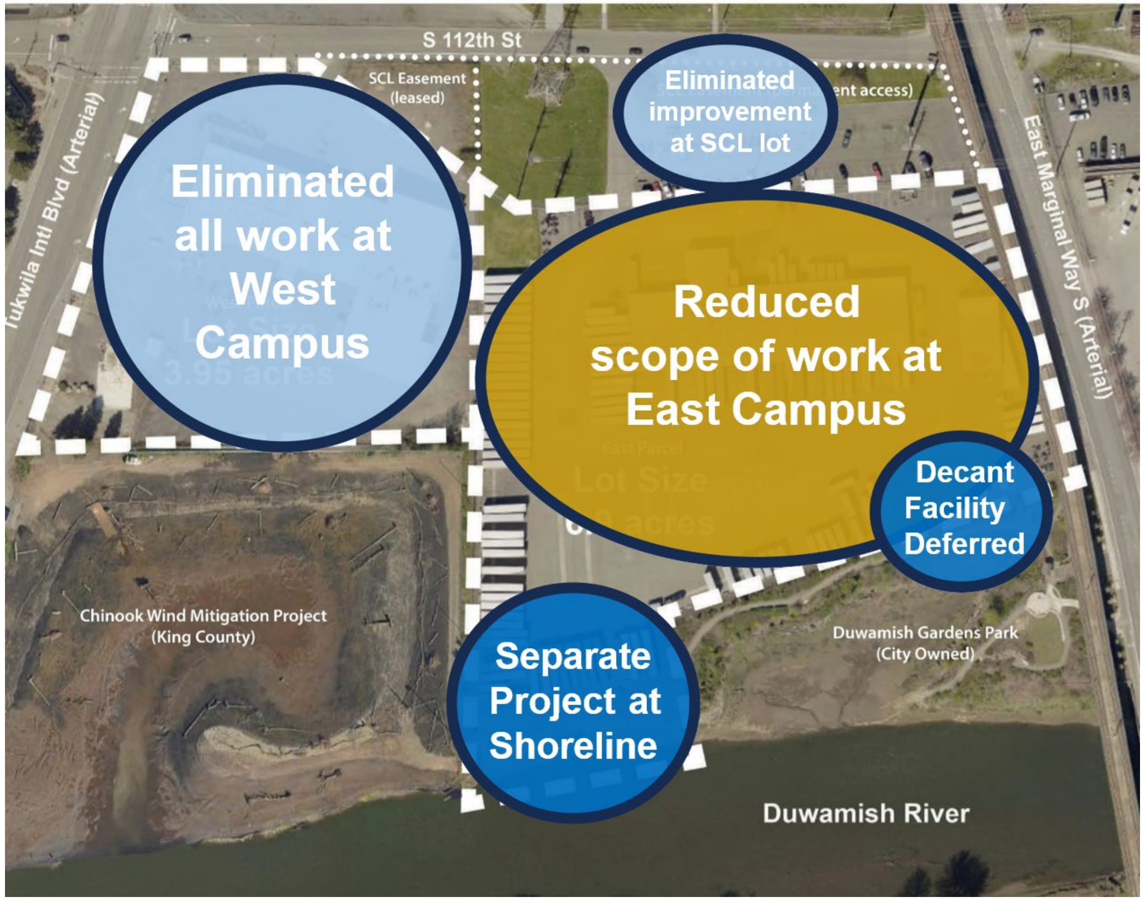
Previous Proposals

100% Design Development: $84M project cost
August 2024

Previous Proposals

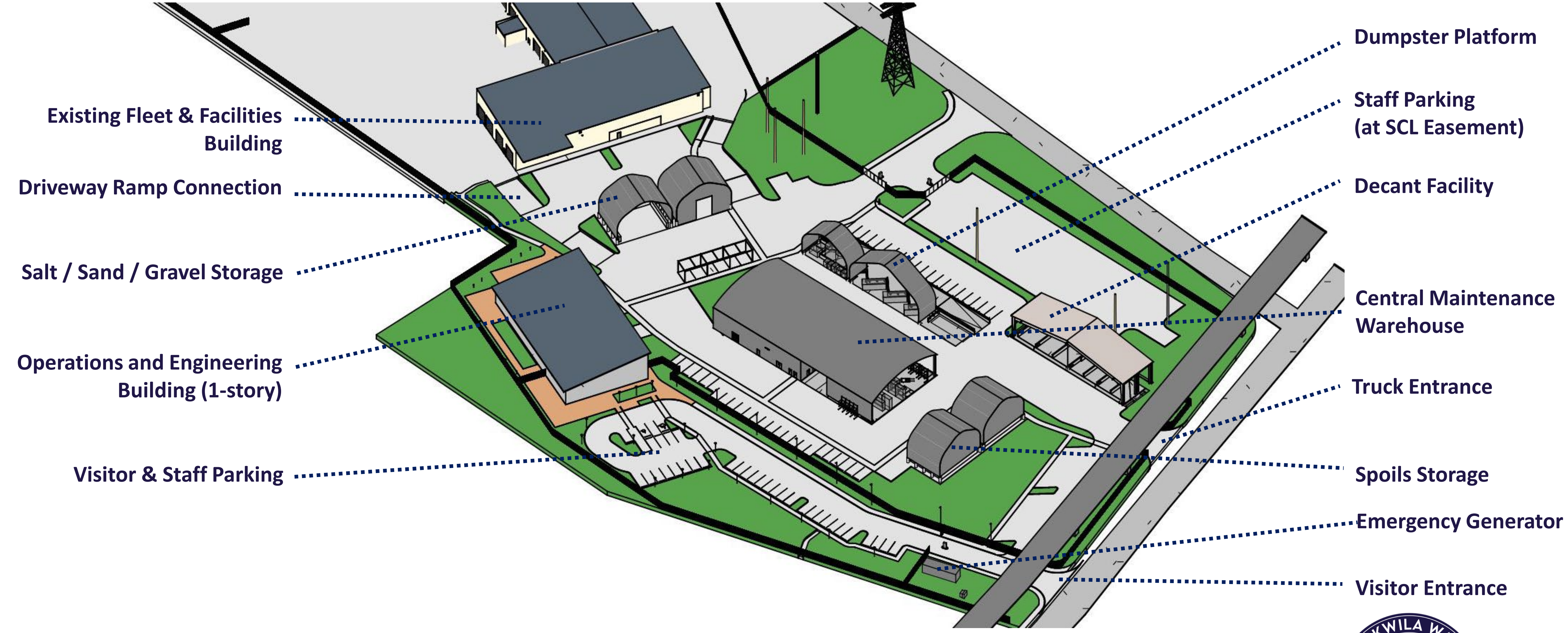


30% Concept Design: Reduced Scope $35M
February 2025



Current Proposal

Current Proposal



Value Engineering – Since June 2025

New or Different

- Returned to original circulation plan with two entrances
- Consolidated all office requirements into one building
- Relocated decant facility away from river
- Maximized the use of tension fabric structures
- Eliminated existing, damaged buildings from plan

Stayed the Same

- Minimal offices and meetings rooms
- Adequate storage for tools, equipment, and materials
- No improvements to TIB / Fleet entrance
- Minimal improvements to SCL easement parking lot
- Police Evidence Facility in Fleet hangar

Tension Fabric Structure Examples

Project Delivery

Delivery Method

GC/CM

- General Contractor / Construction Manager alternative delivery model
- Hired early to advise design team on cost tradeoffs and constructability
- GC provides construction and construction management services
- Owner’s rep provides project management (cost, schedule, permit coordination)

DBB

- Traditional design-bid-build process
- Construction contracts awarded on low-bid basis
- Minimal phasing and coordination
- No advanced procurement of materials
- More burden on city team for coordination and planning
- Potential $2M cost savings

SEAL OF TUKWILA WASHINGTON 1908

Procurement Plan

Project Management

- SOJ contract amendment
  - Construction Management services
  - Permits and coordination

Design

Miller Hayashi contract amendment

- Subconsultants
- Utility coordination
- Complete design

Construction

- Bid package #1 Demo existing buildings
- Bid package #2 construct new campus
- Potential moving services contract

Risk Management Plan

Risk	Mitigation Strategies
Non-traditional building system	Meet with Building Official during design to ensure all code requirements are met. Constructability review of design before advertising and require contractor to have manufacturer's rep on site.
Qualified Low Bidders	Ensure contract specifications (Div 00/01) define a high bar of qualifications and experience, and owner protections
Construction Market Fluctuations	Include alternates in the bid document for certain scope items
Linear DBB Schedule	Phase procurement/construction scope with early demo work, then new construction contract

Budget and Schedule

Project Budget

Estimated capital budget by phase and long-term funding plan by source

Estimated Budget

$35M

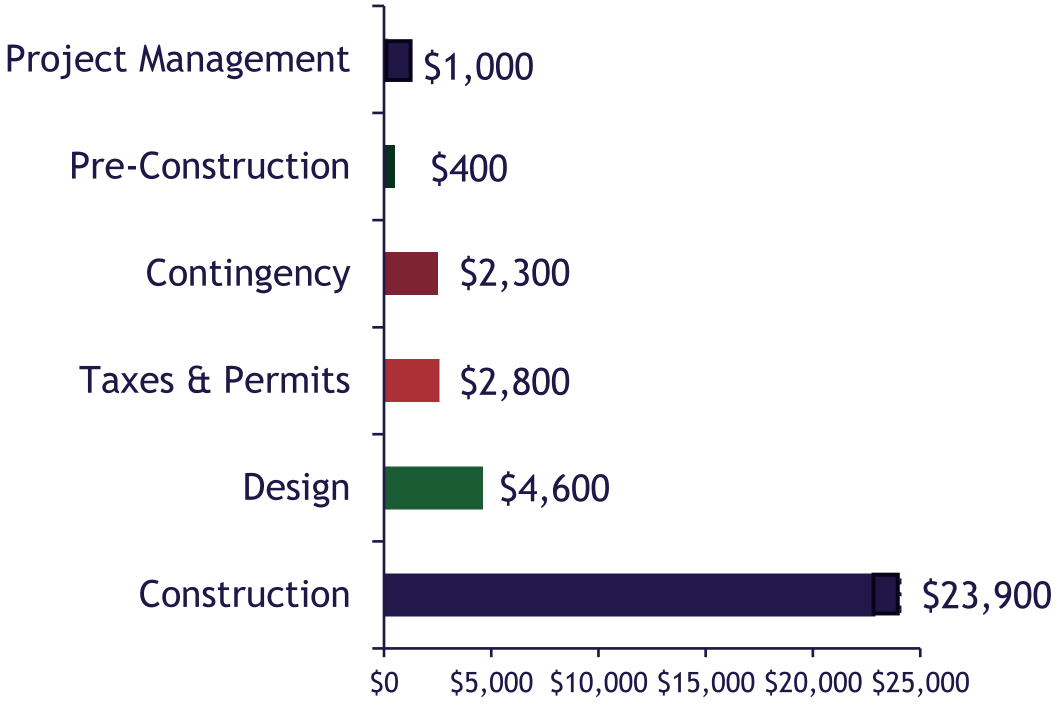
Capital project cost

20-Year Cost

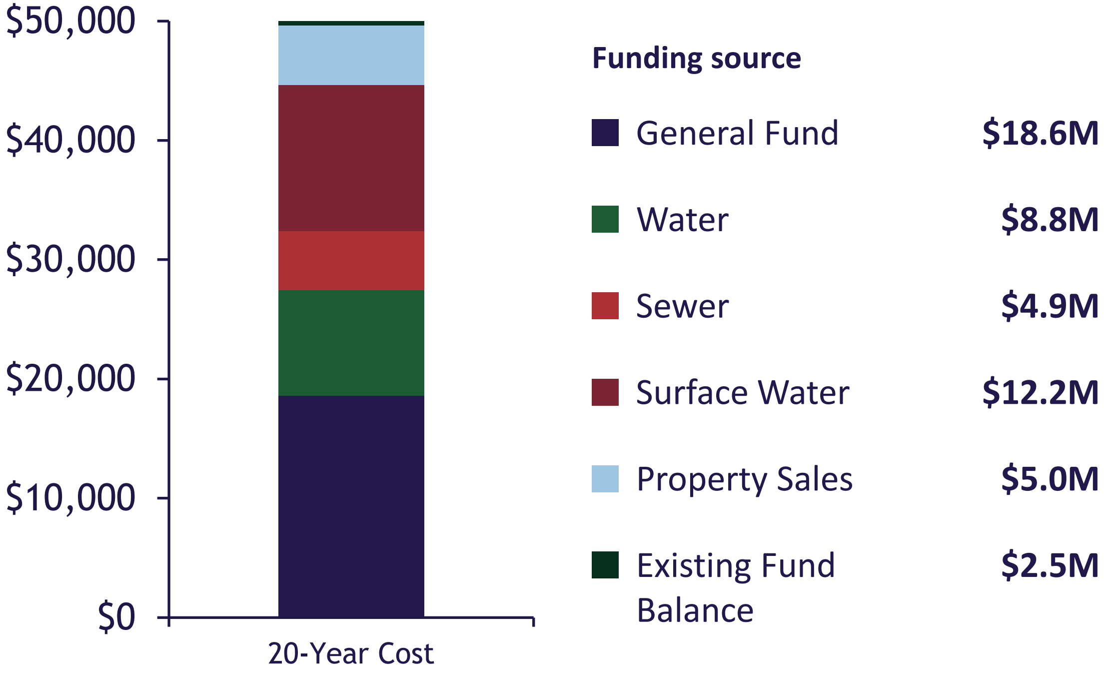
$52.1M

Debt service + cash

Estimated Cost by Project Phase ($000s)



20-Year Cost by Fund Source ($000s)



Note: This model assumes a 4.2% interest rate.

Proposed Project Schedule

Pending council consensus 7/20

- **Aug - Nov 2026** — Demolish existing buildings
- **Jul 2026 - Jul 2027** — Complete Design
- **Feb - Jul 2027** — Permitting
- **Aug 2027** — Advertise construction contracts
- **Sep 2028** — Complete construction
- **Sep - Dec 2028** — Furnish and Move-in
- **Jan 2029** — Vacate Minkler
- **Mar 2029** — Project Closeout

Discussion

Thank you!

The City of opportunity, the community of choice.

The city of opportunity, the community of choice

TO: Mayor McLeod
Councilmembers

FROM: Marty Wine, City Administrator

DATE: July 14, 2026

SUBJECT: City Administrator's Report

The City Administrator Report is meant to provide the Council, staff, and the community with an update on the activities of the City and on issues that concern Tukwila. Please let me know if you have any questions or need additional information about any of the following items.

I. Intergovernmental Update

- **Emergency Operations Center for World Cup Matches**: Staff from Tukwila, along with the cities of Covington, Kent, SeaTac, and Maple Valley, staffed the "Friendly" Emergency Operations Center for all six of the Seattle World Cup game days.
- **Sound Transit**: Mayor McLeod participated in a Finance & Audit Committee pre-briefing meeting on June 29; a South King County Subarea briefing on July 6, a monthly check-in meeting with CEO Constantine on July 8 and chaired the Finance & Audit Committee meeting on July 9. On July 7 Sound Transit staff met with Public Works, Community Development, and Government Relations staff regarding the next steps for the design of the Boeing Access Road Infill Station.
- **Washington Cares Press Conference**: On June 30 Mayor McLeod joined Governor Ferguson at a press conference held in Tukwila regarding the Washington Cares long-term disability program.
- **Metropolitan Solid Waste Advisory Committee**: Public Works staff participated in the monthly Metropolitan Solid Waste Advisory Committee meeting held by King County with other King County cities on July 8.
- **Southside Leadership Conference**: Mayor McLeod was a panelist at the Southside Leadership Conference held at Highline College on July 10 where he had a Fireside Chat with King County Executive Girmay Zahilay.
- **December 2025 Flooding Event Damage Assessment**: Parks & Recreation and Emergency Management staff met with staff from the King County Emergency Management Department and the King County Department of Natural Resources and Parks regarding repairs and restoration of assets damaged by the flooding event in December 2025. In follow-up, staff met with the State Emergency Management Division to plan for site visits and the eventual submittal of reimbursement requests to FEMA.

- **<u>2027-2032 Transportation Improvement Plan</u>**: The 2027-2032 Transportation Improvement Plan has been distributed to the Washington State Department of Transportation, Puget Sound Regional Council, Transportation Improvement Board, City of Kent, City of Renton, City of SeaTac, Seattle Department of Transportation, and King County.

II. <u>Community Events</u>

- **<u>Tukwila Tree Giveaway Sign-Up is Open</u>**: The 5th Annual Tukwila Tree Giveaway opened for orders in late June and closes September 15. Pick-up day will be October 10 at Hazelnut Park.
- **<u>Critical Area Update Open House</u>**: Community Development staff held the second Critical Area Update open house on June 30 at the Tukwila Community Center. The survey has received 62 entries so far. Results will be shared when the survey closes.
- **<u>Transportation Demand Management Outreach Events</u>**: Transportation Demand Management staff tabled with King County Metro Neighborhood Pop-up at Tukwila Library on July 6 to promote the SKC Trips sustainable transportation rewards program and distribute ORCA cards and at a Transportation Drop-in for Highline College students on July 7 to provide sustainable transportation information and resources.
- **<u>Tukwila United Viewing Lounge</u>**: The Tukwila United Viewing Lounge for the World Cup will continue to operate through July 19. So far around 27,000 people have visited the viewing lounge to view matches.
- **<u>Community Meeting About the 42nd Ave Bridge Replacement Project</u>**: The 42nd Ave Bridge Replacement project will hold a community meeting at the Tukwila Community Center on July 28 at 5:30pm to discuss the impacts to public recreation facilities. The meeting is required as part of the NEPA Section 4(f) review and will also serve as an opportunity for interested parties to receive an update on the project status.
- **<u>Litter Strategy</u>**: The second of three cleanup rounds covering 15 highway ramps in Tukwila will be completed between July 17-19.

III. <u>Staff Updates</u>

<u>Public Safety</u>

- National Night Out Against Crime: Registration is open for the annual National Night Out Against Crime event that will occur on August 4, 2026. Please sign up before July 31.

<u>Project Updates</u>

- **<u>HealthPoint Tukwila Commons Hard Hat Tour</u>**: On July 8 Mayor McLeod, Council President Papyan, Councilmembers Camacho, Ho, and Martinez and Mayor's Office staff participated in a hard hat tour of the HealthPoint Tukwila Commons project.
- **<u>Parks, Recreation and Open Spaces (PROS) Plan</u>**: The 2026 Update to the Parks, Recreation, and Open Space (PROS) Plan was formally endorsed by the Park Commission on July 8. The Plan will be presented to the Community Services and Safety Committee on July 20.
- **<u>Fort Dent Levee Repair</u>**: Fort Dent Levee Repair Project is progressing as scheduled. The County's contractor completed site clearing and grading and is staging materials in

preparation for the in-water work window, which begins July 16. Trail detours remain in place to accommodate construction activities.

- **Floodwall Repairs**: King County's contractor will perform minor repairs to the existing floodwalls along the river in late July by filling cracks with epoxy to help maintain the integrity of the structures.
- **Lower Green Riverfront Master Plan**: Kickoff meeting for internal City staff is scheduled for July 22. This meeting will introduce the project, review the planning process and schedule, and begin identifying opportunities, constraints, and priorities that will help shape this master plan.
- **Police Large Evidence Storage Facility**: The project is progressing on schedule. The walls have been erected and passed inspection, and the electricians are making progress on the lighting.
- **PW Consolidation Phase II**: The design effort is ongoing and pre-construction services from the GC/CM contractor have concluded. An update will be provided to Council on July 20.
- **65th at Southcenter Blvd**: Traffic signal equipment is ready to be energized, programmed, and tested. PSE's subcontractor, Potelco, will complete the electrical connection on July 14. Remaining work includes signal programming, commissioning, pavement markings, striping, and final signage.
- **City Hall Roof Replacement**: City Hall Roof Replacement project is scheduled for July 20 – 31. Due to the safety risks associated with the work, City Hall will be closed to the public and staff during the day while construction teams are onsite. Public services will be provided at Building 6300 and signs will be in place directing visitors. City Hall will be open for the scheduled evening City Council meetings.

Employee Service Anniversaries

Thank you to our City staff for their service to the Tukwila Community.

June, 2026		
Bryan Still	Utilities Maintenance Manager, Public Works	32 Years
Rory Mettlin	Police Sergeant, Police	28 Years
Cindy Wilkins	Fiscal Specialist, Finance	25 Years
Cyndy Knighton	Senior Program Manager, Public Works	25 Years
Jeff Richards	Police Records Supervisor, Police	24 Years
Julie Tran	Court Operations Assistant, Municipal Court	18 Years
Ana Le	Admin Support Coordinator, Mayor's Office	17 Years
Patricia McWilliams	Facilities Custodian, Public Works	16 Years
Joshua Hinson	Police Officer, Police	12 Years
Aaron Madriaga	Police Officer, Police	12 Years
Mike Perfetti	Senior Program Manager, Public Works	11 Years

Boards, Commissions and Committees

We welcome the City Council to encourage community members to apply for vacant Board & Commission positions.

- **Arts Commission**: The next meeting is scheduled for July 15, 2026.
  2 Resident position terms expire March 31, 2027.
  VACANT: 1 Resident Position and Student Representative.
- **Civil Service Commission**: The next meeting is scheduled for July 16, 2026.
  No vacancies.
- **COPCAB**: The next meeting is scheduled for August 13, 2026.
  1 business/resident position term expires March 31, 2027.
  1 resident position term expires March 31, 2027.
  1 school district position expires March 31, 2027.
  VACANT: 1 Business position and Student Representative.
- **Equity & Social Justice Commission**: The next meeting is scheduled for August 6, 2026.
  1 City Employee position term expires March 31, 2027.
  1 Education/Community position terms expire March 31, 2027.
  2 Community position terms expire March 31, 2027.
  VACANT: 2 Community positions and Student Representative.
- **Human Services Advisory Board**: The next meeting is scheduled for July 16, 2026.
  1 Resident position term expires March 31, 2027.
  1 Business/Resident position term expires March 31, 2027.
  VACANT: 1 Business/Resident position.
- **Library Advisory Board**: The next meeting is scheduled for September 1, 2026.
  4 Resident position terms expire March 31, 2027.
  VACANT: Student Representative.
- **Lodging Tax Advisory Committee**: The next meeting is in the process of being scheduled.
  All positions are 1-year terms.
  VACANT: 1 Business Collecting Tax Representative & 1 Business Funded by Tax Representative.
- **Park Commission**: The next meeting is scheduled for August 12, 2026.
  2 Community position terms expire March 31, 2027.
  VACANT: Student Representative.
- **Planning Commission**: The next meeting is scheduled for July 23, 2026.
  3 Resident positions expire March 31, 2027.
  No vacancies.