



## CITY OF RENTON

### AGENDA - Transportation Committee Meeting

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2:00 PM - Monday, February 12, 2024

7th Floor Council Conference Room/Videoconference

1. **LEASE ASSIGNMENT FOR RENTON GATEWAY CENTER, LLC**
  - a) **AB - 3508** Public Works Airport recommends approval of the Assignment and Assumption of Ground Lease LAG-99-006 and Assignment and Assumption of Sub Ground Lease LAG-99-002 with FBO Capital Group Management dba Dark Horse Aviation to transfer the leasehold interest in land, buildings, and facilities at the Renton Airport from Renton Gateway, LLC to Dark Horse Aviation.
  
2. **2024-2025 ORCA BUSINESS CARDS AND BUSINESS PASSPORT PRODUCTS AGREEMENT**
  - a) **AB - 3501** Public Works Transportation Systems Division recommends execution of the 2024-2025 ORCA Business Cards and Business Passports Products agreement with King County Metro, in the amount of \$113,190.48, for public transit passes for up to 348 eligible employees.
  
3. **FULL WEEKEND CLOSURE – NE 44TH STREET BETWEEN N 43RD ST. AND I-405**
  - a) **AB - 3500** Public Works Transportation Systems Division recommends adoption of a resolution authorizing the full weekend closure of NE 44th St between N 43rd St and I-405 for the purpose of lowering NE 44th St to its final elevation west of I-405 and for the construction of infrastructure needed for the proposed Sound Transit Bus Rapid Transit System at NE 44th St.

If you would like to attend this week's meeting remotely, you can do so by going to <https://us02web.zoom.us/j/83331604294?pwd=U3BLbUJZK0ExeWJaTFNwYX5WGE0dz09>

Zoom Meeting ID: 833 3160 4294, Passcode: 352696

You can call through Zoom at (253) 215-8782 and use the Meeting ID.





City Council Regular Meeting - 05 Feb 2024

**SUBJECT/TITLE:** Request for Lease Assignment for Renton Gateway Center, LLC LAG-09-006

**RECOMMENDED ACTION:** Refer to Transportation (Aviation) Committee

**DEPARTMENT:** Public Works Airport

**STAFF CONTACT:** Martin Pastucha, Public Works Administrator

**EXT.:** 7311

**FISCAL IMPACT SUMMARY:**

The City will continue to receive the lease revenue on a monthly basis of \$11,363.51 per month plus leasehold excise tax.

**SUMMARY OF ACTION:**

The City and Renton Gateway Center, LLC entered into a lease agreement LAG-09-006 on October 7, 2009, for the ground lease of 750 Perimeter Road at the Renton Airport. The lease on this parcel began on October 7, 2009, and expires on October 31, 2045. The Renton Gateway Center, LLC has a wholly owned subsidiary Pro-Flight Aviation which is one of two Fixed Base Operators at the Renton Airport. Pro-flight Aviation is a Specialized Fixed Base Operator (SFBO) at the airport that in addition to providing fuel, tie-downs, and ramp service also provides hanger storage, charter aircraft, and aircraft maintenance services.

The owners of Renton Gateway, LLC have provided the city with a notice of intent to sell their business and assets to FBO Capital Group Management LLC dba Dark Horse Aviation. Dark Horse Aviation provided the city with a Business Plan Overview and Lease Transfer Request that shows a sample of their experience as well as describes their process for reviewing and transitioning Pro-Flight Aviation into their existing operations. They have described this transition over 3 steps and approximately 12-18 months.

Because of the privacy concerns of individual investors at the airport, the city has a process for review of the financial capacity of a Lessee to operate a business at the Airport. This review includes a review of projected incomes and business plans, the schedule of debt payments and lease obligations, the credit report of principals, ratio of asset to liabilities, debt coverage ratio, and net worth of individual investors. This review was undertaken in the months of December and January by staff with the assistance of an independent reviewer. The proposed new owners FBO Capital Group Management, have met all the financial capacity requirements contained in the Renton Airport Leasing Policies. In addition, they have agreed to follow and meet the Airport Regulations and Minimum Standards for operations of a Specialized Fixed Base Operator.

**EXHIBITS:**

- A. Assignment and Assumption of Ground Lease LAG-09-006
- B. Assignment and Assumption of Sub Ground Lease LAG-99-002
- C. Business Plan Overview and Lease Transfer Request

**STAFF RECOMMENDATION:**

Based upon the financial capacity analysis and statement of intent to meet the airport minimum standards, the staff recommends approval of the transfer of leasehold interest in land, buildings, and facilities at the Renton Airport from Renton Gateway LLC to FBO Capital Group Management dba as Dark Horse Aviation.

**ASSIGNMENT AND ASSUMPTION OF GROUND LEASE**

THIS ASSIGNMENT AND ASSUMPTION OF GROUND LEASE (this “Assignment”) is executed and delivered as of the \_\_\_ day of \_\_\_\_\_, 2024 (the “Effective Date”), by **Renton Gateway Center, LLC**, a Washington limited liability company (“Assignor”), to and in favor of **RNT 750 LLC**, a Delaware limited liability company (“Assignee”).

WITNESSETH:

WHEREAS, Assignor is the owner of that certain ground leasehold estate created by that Ground Lease dated October 7, 2009 (known as City of Renton LAG-09-006, as amended by its Amendments 1-11, 2-15, and 3-17) (collectively referred to hereafter as the “Ground Lease”), a copy of which is attached hereto as Schedule 3, by and between the City of Renton, a municipal corporation and political subdivision of the State of Washington, as “landlord” (the “City”), and Assignor, as the current “tenant” which Ground Lease recorded in King County, Washington on April 28, 2010 under that certain Recording No. 20100428000074 and pertaining to the land described in Schedule 1 attached hereto (the “Leased Premises”); and

WHEREAS, Assignor desires to sell, assign, and convey to Assignee, and Assignee desires to accept all of Assignor’s right, title and interest in the ground leasehold estate created by the Ground Lease.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Recitals. The recitals set forth above are true and correct and are incorporated herein. All capitalized terms used but not otherwise defined herein shall have their respective meanings given to them in the Ground Lease.

2. Assignment, Assumption, and Release. Assignor hereby SELLS, TRANSFERS, ASSIGNS and CONVEYS unto Assignee, and Assignee hereby (i) accepts all of Assignor’s right, title, and interest in, to, or created by the Ground Lease and (ii) assumes all of Assignor’s duties, covenants, and obligations under the Ground Lease to be performed by the lessee thereunder to the extent first arising or accruing on or after the Effective Date, TO HAVE AND TO HOLD Assignor’s interest in the Ground Lease, together with all of Assignor’s right, title, and interest in and to the rights and appurtenances, including improvements, structures, and fixtures located thereon or thereunto in anywise belonging, unto Assignee and Assignee’s successors and assigns forever.

3. Indemnification. Assignee shall hold harmless, indemnify, and defend Assignor and Assignor’s successors and assigns, as to any and all losses, costs, damages, expenses (including reasonable attorneys’ fees), claims and/or causes of action (collectively, “Losses”) to the extent arising from or relating to Assignee’s performance or non-performance of the lessee’s obligations pursuant to the Ground Lease which first arise on or after the Effective Date of this Assignment. Assignor shall hold harmless, indemnify, and defend Assignee and Assignee’s successors and assigns, as to any and all Losses to the extent arising from or relating to Assignor’s performance or non-performance of the lessee’s obligations pursuant to the Ground Lease which first arose prior to the Effective Date of this Assignment.

4. Permitted Encumbrances. This Assignment is executed by Assignor and accepted by Assignee subject to those matters of title set forth on Schedule 2 attached hereto and incorporated herein by reference, but only to the extent the same do, in fact, exist and are applicable to the Leased Premises (the “Permitted Encumbrances”).

5. City Consent and Estoppel. Pursuant to its signature below, City hereby (i) consents to this Assignment, and (ii) represents and warrants to Assignee that as of the Effective Date (A) the Ground Lease is in full force and effect, (B) there are no events of default existing under the Ground Lease by either Assignor or City, (C) there is no condition existing that, with the passing of time or delivery of notice, or both, would constitute a default or event of default under the Ground Lease, (D) the security deposit held by the City under the Ground Lease equals \$0.00, (E) the expiration date of the Ground Lease is October 31, 2045, and (F) the Minimum Monthly Rent under the Ground Lease as of the Effective Date is \$11,363.51 (plus Leasehold Excise Tax). This Assignment shall not be effective or applicable to either party until the City has consented below in writing to the assignment and assumption of the Ground Lease. The parties agree to execute any further assignment or other form required by the City to evidence the assignment of the Ground Lease; provided however, as between Assignor and Assignee, this Assignment shall control to the extent of any conflicts between this Assignment and any assignment or other form required by the City.

6. Governing Law. This Assignment shall be governed by the internal laws of the State of Washington, without regarding to any conflicts of law analysis.

7. Binding Effect. This Assignment shall apply to and inure to the benefit of, and be binding upon and enforceable against the parties hereto and their respective heirs, successors, administrators and assigns, to the same extent as if they were original parties hereto.

8. Exhibits and Schedules. All exhibits and schedules referenced in this Assignment are incorporated herein by reference.

9. Counterparts. This Assignment may be executed in any number of counterparts with the same effect as if all parties hereto had signed the same document. All such counterparts shall be construed together and shall constitute one instrument, but in making proof hereof it shall only be necessary to produce one such counterpart.

**[SIGNATURE AND NOTARY PAGES FOLLOW]**

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed as of the day and year first above written.

**ASSIGNOR:**

**RENTON GATEWAY CENTER, LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

STATE OF WASHINGTON    )  
  ) ss.  
COUNTY OF \_\_\_\_\_ )

On this \_\_ day of \_\_\_\_\_, 2024, before me personally appeared \_\_\_\_\_, to me known to be the \_\_\_\_\_ of \_\_\_\_\_, the company that executed the within and foregoing instrument, acknowledged said instrument to be the free and voluntary act of said corporation, for the uses and purposes therein mentioned, and on oath stated he/she was authorized to execute said instrument for said corporation.

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

\_\_\_\_\_  
Notary Public for the State of Washington  
My Commission expires: \_\_\_\_\_  
Printed Name: \_\_\_\_\_

**ASSIGNEE:**

**RNT 750 LLC**

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

Name: \_\_\_\_\_

Its: \_\_\_\_\_

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

On this \_\_ day of \_\_\_\_\_, 2024, before me personally appeared \_\_\_\_\_, to me known to be the \_\_\_\_\_ of \_\_\_\_\_, the company that executed the within and foregoing instrument, acknowledged said instrument to be the free and voluntary act of said corporation, for the uses and purposes therein mentioned, and on oath stated he/she was authorized to execute said instrument for said corporation.

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

\_\_\_\_\_  
Notary Public for the State of Washington  
My Commission expires: \_\_\_\_\_  
Printed Name: \_\_\_\_\_

CITY:

**CITY OF RENTON**

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

Name: \_\_\_\_\_

Its: \_\_\_\_\_

STATE OF WASHINGTON    )  
  ) ss.  
COUNTY OF \_\_\_\_\_ )

On this \_\_ day of \_\_\_\_\_, 2024, before me personally appeared \_\_\_\_\_, to me known to be the \_\_\_\_\_ of \_\_\_\_\_, the company that executed the within and foregoing instrument, acknowledged said instrument to be the free and voluntary act of said corporation, for the uses and purposes therein mentioned, and on oath stated he/she was authorized to execute said instrument for said corporation.

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

\_\_\_\_\_  
Notary Public for the State of Washington  
My Commission expires: \_\_\_\_\_  
Printed Name: \_\_\_\_\_



**Schedule 1**

**Legal Description**

That portion of the South Half of Section 7, Township 23 North, Range 5 East, W. M., in King City, Washington, described as follows:

Commencing at the South Quarter corner of said Section 7, which bears South 88°31'14" East, 2,483.39 feet from the Southwest corner of said Section 7;

Thence North 85°11'07" East, 321.35 feet to the centerline of Taxiway A";

Thence North 04°48'53" West, along said Taxiway "A", 1,834.03 feet;

Thence South 85°11'07" West, 89.00 feet to the Point of Beginning;

Thence South 85°02'37" West, 245.40 feet;

Thence North 10°08'22" West, 9.37 feet;

Thence North 84°06'24" East, 19.79 feet;

Thence North 05°32'08" West, 28.82 feet;

Thence South 85°23'03" West, 21.41 feet;

Thence North 07°30'19" West, 493.14 feet;

Thence North 85°10'50" East, 271.40 feet;

Thence South 04°48'53" East, 530.60 feet to the Point of Beginning.

Situate in the City of King, State of Washington.

**Schedule 2**

**Permitted Encumbrances**

Permitted Encumbrances shall include only those matters of public record applicable to the land upon which the Hangar Improvements are located as set forth in that certain Proforma ALTA Owner's Policy of Title Insurance dated January 25, 2024 issued to RNT 750 LLC under File No. 230002000945, or such final ALTA Owner's Policy issued by Stewart Title Guaranty Company under the same file number.

**Schedule 3**

**Ground Lease**

**ASSIGNEE ACKNOWLEDGES SEPARATE RECEIPT OF GROUND LEASE**

\_\_\_\_\_

(Initials)

**ASSIGNMENT AND ASSUMPTION OF SUB GROUND LEASE**

THIS ASSIGNMENT AND ASSUMPTION OF SUB GROUND LEASE (this “Assignment”) is executed and delivered as of the \_\_\_ day of \_\_\_\_\_, 2024 (the “Effective Date”), by **Pro Flight Aviation, Inc.**, a Washington corporation (“Assignor”), to and in favor of **RNT 750 LLC**, a Delaware limited liability company (“Assignee”). Assignor and Assignee may be referred to as a “Party” or the “Parties”.

WITNESSETH:

WHEREAS, Assignor is the owner of that certain sub ground leasehold estate created by that Sublease Agreement dated on or about December 30, 2010 (as amended) (the “Sub Ground Lease”), a copy of which is attached hereto as Schedule 3, by and between the 540 Renton Hangar LLC, a Washington limited liability company as “Sublessor” (“540 Renton”), and Assignor, as the current “Sublessee” pertaining to the land described in Schedule 1 attached hereto (the “Sub Leased Premises”); and

WHEREAS, the Sub Ground Lease is part of and subordinate to that certain master ground lease agreement between the City of Renton (“City”) as “Lessor” and 540 Renton as “Lessee” dated August 1, 1998 known as LAG 99-002, as amended by its Amendments: 1-04, 2-08, 3-09, 4-10, 5-13, 6-16, and 7-18; (collectively referred to hereafter as the “LAG Lease”), pertaining to the land described in Schedule 2 attached hereto (the “LAG Lease Premises”).

WHEREAS, Assignor desires to sell, assign, and convey to Assignee, and Assignee desires to accept all of Assignor’s right, title and interest in the Sub Ground Lease.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Recitals. The recitals set forth above are true and correct and are incorporated herein. All capitalized terms used but not otherwise defined herein shall have their respective meanings given to them in the LAG Lease and Sub Ground Lease, as applicable.

2. Assignment, Assumption, and Release. Assignor hereby SELLS, TRANSFERS, ASSIGNS and CONVEYS unto Assignee, and Assignee hereby (i) accepts all of Assignor’s right, title, and interest in, to, or created by the Sub Ground Lease and (ii) assumes all of Assignor’s duties, covenants, and obligations under the Sub Ground Lease to be performed by the Sublessee thereunder to the extent first arising or accruing on or after the Effective Date, TO HAVE AND TO HOLD Assignor’s interest in the Sub Ground Lease, together with all of Assignor’s right, title, and interest in and to the rights and appurtenances, including improvements, structures, fuel tanks, equipment and fixtures located thereon or thereunto in anyway belonging, unto Assignee and Assignee’s successors and assigns forever.

3. Indemnification. Assignee shall hold harmless, indemnify, and defend Assignor and Assignor’s successors and assigns, as to any and all losses, costs, damages, expenses (including reasonable attorneys’ fees), claims and/or causes of action (collectively, “Losses”) to the extent arising from or relating to Assignee’s performance or non-performance of the Sublessee’s obligations pursuant to the Sub Ground Lease which first arise on or after the Effective Date of this Assignment. Assignor shall hold harmless, indemnify, and defend Assignee and Assignee’s successors and assigns, as to any and all Losses to the extent arising from or relating to Assignor’s performance or non-performance of the Sublessee’s obligations pursuant to the Sub Ground Lease which first arose prior to the Effective Date of this Assignment.

4. Permitted Encumbrances. This Assignment is executed by Assignor and accepted by Assignee subject to those matters of title set forth on Schedule 4 attached hereto and incorporated herein by reference, but only to the extent the same do, in fact, exist and are applicable to the Sub Leased Premises (the “Permitted Encumbrances”).

5. City Consent; Estoppel; Recognition. Pursuant to its signature below, City hereby (i) consents to this Assignment, and (ii) represents and warrants to Assignee that as of the Effective Date (A) the LAG Lease is in full force and effect, (B) there are no events of default existing under the LAG Lease by either 540 Renton or City, (C) there is no condition existing that, with the passing of time or delivery of notice, or both, would constitute a default or event of default under the LAG Lease, and (D) the expiration date of the LAG Lease is July 31, 2028. The City further agrees that if the LAG Lease is terminated by the City prior to July 31, 2028 the City will recognize the Sub Ground Lease as a direct agreement between City and Assignee until July 31, 2028, subject to Assignee remaining in compliance with the Sub Ground Lease and negotiating in good faith with the City for a new lease agreement. This Assignment shall not be effective or applicable to either Party until the City has consented below in writing to the assignment and assumption of the Sub Ground Lease. The Parties agree to execute any further assignment or other form required by the City to evidence the assignment of the Sub Ground Lease; provided however, as between Assignor and Assignee, this Assignment shall control to the extent of any conflicts between this Assignment and any assignment or other form required by the City.

6. 540 Renton Consent and Estoppel. Pursuant to its signature below, 540 Renton hereby (i) consents to this Assignment, and (ii) represents and warrants to Assignee that as of the Effective Date (A) the Sub Ground Lease is in full force and effect, (B) there are no events of default existing under the Sub Ground Lease by either Assignor or 540 Renton, (C) there is no condition existing that, with the passing of time or delivery of notice, or both, would constitute a default or event of default under the Sub Ground Lease, (D) the security deposit held by 540 Renton under the Sub Ground Lease equals \$0.00, (E) the expiration date of the Sub Ground Lease is July 31, 2028, and (F) the monthly rent under the Sub Ground Lease as of the Effective Date is \$634.00. This Assignment shall not be effective or applicable to either Party until 540 Renton has consented below in writing to the assignment and assumption of the Sub Ground Lease.

7. Governing Law. This Assignment shall be governed by the internal laws of the State of Washington, without regarding to any conflicts of law analysis.

8. Binding Effect. This Assignment shall apply to and inure to the benefit of, and be binding upon and enforceable against the parties hereto and their respective heirs, successors, administrators and assigns, to the same extent as if they were original parties hereto.

9. Exhibits and Schedules. All exhibits and schedules referenced in this Assignment are incorporated herein by reference.

10. Counterparts. This Assignment may be executed in any number of counterparts with the same effect as if all parties hereto had signed the same document. All such counterparts shall be construed together and shall constitute one instrument, but in making proof hereof it shall only be necessary to produce one such counterpart.

**[SIGNATURE AND NOTARY PAGES FOLLOW]**

**AGENDA ITEM #1. a)**

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed as of the day and year first above written.

**ASSIGNOR:**

**PRO FLIGHT AVIATION, INC.,**

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

Name: \_\_\_\_\_

Its: \_\_\_\_\_

STATE OF WASHINGTON    )  
  ) ss.  
COUNTY OF \_\_\_\_\_    )

On this \_\_ day of \_\_\_\_\_, 2024, before me personally appeared \_\_\_\_\_, to me known to be the \_\_\_\_\_ of \_\_\_\_\_, the company that executed the within and foregoing instrument, acknowledged said instrument to be the free and voluntary act of said corporation, for the uses and purposes therein mentioned, and on oath stated he/she was authorized to execute said instrument for said corporation.

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

\_\_\_\_\_  
Notary Public for the State of Washington  
My Commission expires: \_\_\_\_\_  
Printed Name: \_\_\_\_\_

**ASSIGNEE:**

**RNT 750 LLC**

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

Name: \_\_\_\_\_

Its: \_\_\_\_\_

STATE OF WASHINGTON )  
  ) ss.  
COUNTY OF \_\_\_\_\_ )

On this \_\_ day of \_\_\_\_\_, 2024, before me personally appeared \_\_\_\_\_, to me known to be the \_\_\_\_\_ of \_\_\_\_\_, the company that executed the within and foregoing instrument, acknowledged said instrument to be the free and voluntary act of said corporation, for the uses and purposes therein mentioned, and on oath stated he/she was authorized to execute said instrument for said corporation.

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

\_\_\_\_\_  
Notary Public for the State of Washington  
My Commission expires: \_\_\_\_\_  
Printed Name: \_\_\_\_\_

CITY:

**CITY OF RENTON**

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

Name: \_\_\_\_\_

Its: \_\_\_\_\_

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

On this \_\_ day of \_\_\_\_\_, 2024, before me personally appeared \_\_\_\_\_, to me known to be the \_\_\_\_\_ of \_\_\_\_\_, the company that executed the within and foregoing instrument, acknowledged said instrument to be the free and voluntary act of said corporation, for the uses and purposes therein mentioned, and on oath stated he/she was authorized to execute said instrument for said corporation.

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

\_\_\_\_\_  
Notary Public for the State of Washington  
My Commission expires: \_\_\_\_\_  
Printed Name: \_\_\_\_\_



CITY:

**540 RENTON HANGAR LLC,**

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

Name: \_\_\_\_\_

Its: \_\_\_\_\_

STATE OF WASHINGTON    )  
  ) ss.  
COUNTY OF \_\_\_\_\_ )

On this \_\_ day of \_\_\_\_\_, 2024, before me personally appeared \_\_\_\_\_, to me known to be the \_\_\_\_\_ of \_\_\_\_\_, the company that executed the within and foregoing instrument, acknowledged said instrument to be the free and voluntary act of said corporation, for the uses and purposes therein mentioned, and on oath stated he/she was authorized to execute said instrument for said corporation.

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

\_\_\_\_\_  
Notary Public for the State of Washington  
My Commission expires: \_\_\_\_\_  
Printed Name: \_\_\_\_\_

Schedule 1

SUB LEASED PREMISES

Sublease Description:

COMMENCING AT THE INTERSECTION OF THE CENTERLINES OF RAINIER AVENUE NORTH AND AIRPORT WAY NORTH; THENCE ALONG THE CENTERLINE OF AIRPORT WAY NORTH SOUTH  $87^{\circ} 30' 17''$  EAST A DISTANCE OF 744.03 FEET TO THE INTERSECTION WITH THE SOUTHERLY PRODUCTION OF THE CENTERLINE OF RENTON MUNICIPAL AIRPORT RUNWAY; THENCE NORTH  $04^{\circ} 49' 43''$  WEST ALONG SAID RUNWAY CENTERLINE A DISTANCE OF 294.74 FEET TO A POINT REFERRED TO AS STATION 0+00; THENCE NORTH  $04^{\circ} 49' 43''$  WEST A DISTANCE OF 1,489.48 FEET; THENCE SOUTH  $85^{\circ} 10' 17''$  WEST A DISTANCE OF 375.00 FEET; THENCE NORTH  $04^{\circ} 49' 41''$  WEST, A DISTANCE OF 300.91 FEET TO TRUE POINT OF BEGINNING.

THENCE SOUTH  $84^{\circ} 52' 39''$  WEST, A DISTANCE OF 43 FEET; THENCE SOUTH  $04^{\circ} 49' 41''$  EAST, A DISTANCE OF 20 FEET; THENCE SOUTH  $84^{\circ} 52' 39''$  WEST, A DISTANCE OF 58.02 FEET; THENCE SOUTH  $04^{\circ} 49' 41''$  EAST, A DISTANCE OF 51.1 FEET; THENCE SOUTH  $85^{\circ} 10' 19''$  WEST, A DISTANCE OF 16.19 FEET; THENCE SOUTH  $02^{\circ} 42' 03''$  EAST, A DISTANCE OF 32.03 FEET; THENCE NORTH  $85^{\circ} 10' 19''$  EAST A DISTANCE OF 117.21 FEET; THENCE NORTH  $04^{\circ} 49' 41''$  WEST, A DISTANCE OF 103 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 9643 SQUARE FEET, MORE OR LESS.

Schedule 2

LAG LEASE PREMISES

THAT PORTION OF THE SOUTHEAST QUARTER OF SECTION 7, TOWNSHIP 23 NORTH, RANGE 5 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE CENTERLINES OF RAINIER AVENUE NORTH AND AIRPORT WAY NORTH;  
THENCE ALONG THE CENTERLINE OF AIRPORT WAY NORTH SOUTH 87°30'17" EAST A DISTANCE OF 744.03 FEET TO THE INTERSECTION WITH THE SOUTHERLY PRODUCTION OF THE CENTERLINE OF RENTON MUNICIPAL AIRPORT RUNWAY;  
THENCE NORTH 04°49'43" WEST ALONG SAID RUNWAY CENTERLINE A DISTANCE OF 294.74 FEET TO A POINT REFERRED AS STATION 0+00;  
THENCE NORTH 04°49'43" WEST A DISTANCE OF 1,489.48 FEET;  
THENCE SOUTH 85°10'17" WEST A DISTANCE OF 375.00 TO THE TRUE POINT OF BEGINNING;  
THENCE NORTH 04°49'41" WEST A DISTANCE OF 300.91 FEET;  
THENCE SOUTH 84°52'39" WEST A DISTANCE OF 101.02 FEET;  
THENCE SOUTH 04°49'41" EAST A DISTANCE OF 71.10 FEET;  
THENCE SOUTH 85°10'19" WEST A DISTANCE OF 16.19 FEET;  
THENCE SOUTH 02°42'03" EAST A DISTANCE OF 41.03 FEET;  
THENCE NORTH 85°10'19" WEST A DISTANCE OF 32.12 FEET;  
THENCE SOUTH 04°49'41" EAST A DISTANCE OF 18.15 FEET;  
THENCE SOUTH 85°10'19" WEST A DISTANCE OF 32.79 FEET;  
THENCE SOUTH 03°18'02" WEST A DISTANCE OF 60.00 FEET;  
THENCE NORTH 85°10'19" EAST A DISTANCE OF 15.35 FEET;  
THENCE SOUTH 03°30'56" EAST A DISTANCE OF 15.00 FEET;  
THENCE SOUTH 85°10'19" WEST A DISTANCE OF 17.14 FEET;  
THENCE SOUTH 03°18'02" WEST A DISTANCE OF 80.10 FEET;  
THENCE SOUTH 86°41'58" EAST A DISTANCE OF 10.00 FEET;  
THENCE SOUTH 03°18'02" WEST A DISTANCE OF 15.20 FEET;  
THENCE NORTH 85°10'19" EAST A DISTANCE OF 133.59 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 35,595 SQUARE FEET OR +/- 0.817 ACRES MORE OR LESS.

**Schedule 3**

**Sub Ground Lease**

**ASSIGNEE ACKNOWLEDGES SEPARATE RECEIPT OF SUB GROUND LEASE**

\_\_\_\_\_

(Initials)

**Schedule 4**

**Permitted Encumbrances**

Permitted Encumbrances shall include only those matters of public record applicable to the land upon which the Hangar Improvements are located as set forth in that certain Proforma ALTA Owner's Policy of Title Insurance dated January 25, 2024 issued to RNT 750 LLC under File No. 230002000945, or such final ALTA Owner's Policy issued by Stewart Title Guaranty Company under the same file number.



**DARK HORSE**  
A V I A T I O N

Business Plan Overview and Lease Transfer Request

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Purchase of Pro-Flight Aviation  
&  
Renton Gateway Center

750 Perimeter Road, Renton, WA

Presented to City of Renton  
Mr. Martin Pastucha

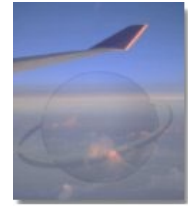
November 28, 2023

Letter of Transmittal

November 28, 2023

Mr. Martin Pastucha  
Public Works Administrator  
City of Renton  
1055 So. Grady Way  
Renton, WA 98057

BUSINESS PRESENTATION SOLUTIONS  
SOLUTIONS FOR SMALL BUSINESS & GENERAL AVIATION



Ref: Letter of Transmittal - Pro Flight Aviation and Renton Gateway Center Business Development Plan

Dear Mr. Pastucha,

By way of introduction, our FBO consulting firm, Business Presentation Solutions, LLC has been engaged by Diane and Bernie Pahlke to facilitate the marketing and sale of their company which encompasses the Pro-Flight Aviation FBO and its accompanying FBO Terminal and Hangar facility, Renton Gateway Center. The entities are located and doing business at 750 West Perimeter Road on the Renton Municipal Airport.

My partner, Carl Muhs and I have been actively involved as the lead principals with this engagement for approximately 24 months, and as such, we are infinitely familiar with Pro-Flight's owners and the company's day-to-day operations. We are also well acquainted with Dark Horse Aviation's buyer group, including its founder and CEO, Jon Wenrich, and partners Michael Rodgers and Kyle Cassidy.

As part of Dark Horse Aviation's submittal package, we felt it important to lend both our insight into this transaction and opinion as to the importance of this change of ownership as it relates to the City of Renton's long-term goals for the Renton Municipal Airport.

I believe that our consulting firm's perspective is a unique one, since we have on-going engagements and numerous relationships with a wide range of FBO owners in various sales across the U.S. When we began our initial engagement with the Pahlkes, we conducted extensive research into the FBO/General Aviation marketplace as it relates to Seattle and the surrounding airports in the region. This research helped us to reacquaint ourselves with the history of the Renton Municipal Airport as well as the important role that Pro-Flight's FBO plays there.

Over the past two years, my partner and I have interviewed several of the industry's top potential suitors for the Pro-Flight acquisition. Even though several of the potential buyers were well-known "players" in the FBO industry, Jon Wenrich and Kyle Cassidy stood well apart from the rest. As experienced FBO owners and airport real estate developers, they immediately recognized that their background would be a significantly positive factor in this acquisition. They have the knowledge to develop and transition the Pro-Flight operations into an entity that can pivot toward the growing market of small-to-medium jet aircraft that will be important to the Renton Airport. With Jon's long-time experience in the Seattle area, they understood that with the changes, long-term development, and space limitations at Boeing Field which are leaning toward larger and larger corporate aircraft, the Pro-Flight FBO provides them with a strong platform from which they can grow and develop the fueling and line services that are marketed and focused on this important market segment from day one.

With that in mind, from the City of Renton's perspective, the importance Dark Horse Aviation's acquisition of the Pro-Flight FBO should be confident in the knowledge that Jon Wenrich and the Dark Horse management clearly recognizes the exceptional potential that exists as the new owner. It is clearly their goal to continue the legacy that Diane and Bernie have built over the last 30 years and to expand the offering of services into the future.

Accordingly, it is with my profound hope that you and your team will embrace Mr. Wenrich and the Dark Horse team with open arms and that the City of Renton will provide consent to the transfer of the RGC ground lease without delay.

Please feel free to contact me directly if you have any questions or need further information.

Sincerely,

Michael Dye  
President - Business Presentation Solutions, LLC  
[www.FBOsforSale.com](http://www.FBOsforSale.com)

**Introduction**

This summary Business Plan document has been prepared in order to provide the City of Renton with an abbreviated introductory package of information about FBO Capital Group Management LLC d.b.a Dark Horse Aviation (“DHA”), Managing Partner of RNT FBO LLC and RNT 750 LLC, relative to the purchase of the Pro-Flight Aviation’s (“PFA”) Fixed Base Operation and the Renton Gateway Center (RGC”) FBO Terminal & Hangar facilities, respectively, which are located at the Renton Municipal Airport (the “Airport”), 750 West Perimeter Road, Unit No. 1, Renton, WA.



The purpose of this package is to present pertinent information to the City of Renton with respect to Dark Horse Aviation’s principal ownership and partner group, its specific plans for transition of the PFA/RGC entities to new ownership after the sale, and concepts for development over the first 1 to 2 years.

**Background**

Pro-Flight Aviation, Inc. was founded by Diane and Bernie Paholke in 1994 when the couple decided to start a small flying club and aircraft rental business at the Renton Airport. In the ensuing years, the demand for flight training increased and the company developed into a full-fledged flight training and aircraft rental business. The local demand for aircraft maintenance services led to a further expansion and PFA expanded its services to include fueling and line services in 2002 from a small facility at the southwest corner of the Renton Airport.



In 2009, after more than two (2) decades of operating from multiple terminal, office, and/or hangar locations on the Airport, the Paholkes decided to develop a plan to consolidate their lines of business and aviation services, and operations under one roof, at a single location which included an FBO Terminal and several large condostyle hangars. They envisioned a facility that would meet the demand for storage of larger aircraft at a beneficial location that would support their fueling, line, and flight training services.

Accordingly, in 2011 after several years of planning, development, and relationship building with the civic and community groups which surround the Renton Municipal Airport; the Paholkes completed the Renton Gateway Center to the overwhelming approval of the City of Renton and its citizenry.

Now, after almost 30 years at the helm of Pro-Flight Aviation, it is clear that the Paholkes have quietly and effectively built an exceptional, well-known aviation service organization that serves the general aviation community at the Airport. Moreover, the Paholkes have made the decision to sell their companies and move onto the next phase of their lives. Since their decision to sell, it has been their mission (and that of their professional consultants) to identify and attract a potential buyer that understands the important role that Pro-Flight Aviation has played over time in the history of the Renton Municipal Airport.



Accordingly, after almost two (2) years of earnest discussions with several key FBO industry players and active buyers, the Paholkes have selected the Principals of Dark Horse Aviation as their preferred buyer. They believe that Dark Horse Aviation is the ownership group that will carry on their legacy at KRNT and who is capable of enhancing and expanding the level of general services that are so critical to the Renton Municipal Airport and the City of Renton.

**Summary of Transaction**

Accordingly, as of Tuesday, November 21, 2023, the Principals of Pro-Flight Aviation, Inc. and Renton Gateway Center, LLC (Diane and Bernie Paholke) and the Principals of Dark Horse Aviation (led by Mr. Jon Wenrich as Founder & CEO), have entered into a binding purchase agreement for the sale of the assets. Accordingly, it is the purpose of this document to provide the City of Renton (the “City”) with a comprehensive package that will assist Dark Horse Aviation in procuring the City’s approval of such as well as transfer of the existing ground leases that govern the rights of PFA/RGC to operate at the Airport.

Sellers: Mr. and Mrs. Bernard Paholke (Bernie & Diane)  
Sellers’ Company: Pro-Flight Aviation, Inc.

Sellers: Mr. and Mrs. Bernard Paholke (Bernie & Diane)  
Sellers’ Company: Renton Gateway Center, LLC

Buyer Company Profile: FBO Capital Group Management, LLC d.b.a Dark Horse Aviation

FBO Brand at Purchase: Pro-Flight Aviation (estimated to be rebranded by YE 2024)

Type of Sale: Asset

Timeline for Closing: Estimated between January 9<sup>th</sup> and January 31<sup>st</sup>, 2024.

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**PRO-FLIGHT AVIATION, INC.**

FUEL • PARTS • MAINTENANCE • FLIGHT SCHOOL • PILOT SHOP

November 21<sup>st</sup>, 2023

To: City of Renton

Attention: Martin Pastucha, Public Works Administrator

Dear Martin,

Thank you for meeting with Jon Wenrich, Michael Rodgers, and me last week. Per our discussion, Bernie and I are in the process of beginning our retirement, and we have agreed to sell Renton Gateway Center, LLC, and Pro-Flight Aviation to Special Purpose Entities (SPE's) managed by FBO Capital Group Management, LLC d.b.a Dark Horse Aviation ("Dark Horse").

We are officially requesting the City of Renton to begin the review process to approve Dark Horse. This is a requirement of the ground leases. Per your instructions, Jon Wenrich, Founder & CEO of Dark Horse, will be providing the necessary documents to begin the process.

Per our discussion, time is of the essence. We hope to close the sale and complete the transfer in mid-January 2024.

If there is anything we can do to assist in this process, please let me know.

Sincerely,

Diane O Paholke  
President

November 28, 2023

Mr. Martin Pastucha  
Public Works Administrator  
City of Renton  
1055 So. Grady Way  
Renton, WA 98057



Ref: Letter of Transmittal - Pro Flight Aviation and Renton Gateway Center Business Introduction and Request

Dear Mr. Pastucha,

Building on our discussions over the past few weeks, it is my pleasure submit this official introduction of Dark Horse Aviation, its summary Business Plan, and formal request for assignment approval of the Renton Gateway Center's ground lease and fuel farm sub groundlease at 750 and 540 West Perimeter Road, respectively, and Pro-Flight Aviation's FBO Operating Permit.

My partners and I have continued the pursuit of the Pro-Flight and Renton Gateway Center acquisitions for the past 18 months for two primary reasons: 1) The strong foundation of staff, clients, and operations meticulously built by Diane and Bernie Paholke over nearly 30 years of service to the airport and far-reaching impact-for-good in the surrounding community; and 2) Renton's outstanding future to be the legitimate first-class corporate reliever for light and midsize jets in the region.

Dark Horse is honored to be handed the baton anchoring the next leg of Renton's race for excellence in the aviation community. Please hear me clearly that this race is not run, or won, with a fleeting sprint; rather through a series of baby steps, leading to a persistent walk, transitioning to a sustainable and consistently improving run. What does this mean in practice? From the outside perspective, little in fact will appear to change at Pro-Flight for quite some time. I learned, while serving as a Humanitarian Pilot and Mechanic in the backcountry of Alaska, a valuable lesson – the simple recipe for successful engagement and impact in a community: Listen, listen, and listen some more on the way to daily earning trust.

City Leadership and Staff, existing Renton Airport constituents, and future patrons know what the community needs and wants. Dark Horse's job is to simply apply its extensive experience in FBO Operations and Business-Aviation Real Estate development, and collective ownership resources to deliver reliable infrastructure of varying kinds to meet those goals.

As with any endeavor worth pursuing, growing pains and disagreements are inevitable. I will be the first to say we will not be perfect, nor am I asking for the City of Renton to ensure Pro-Flight's success.

What I am asking for is two-fold: 1) Respectfully, your timely approval and support of this application for ownership transition; and 2) enduring engagement and candid dialogue as fellow stakeholders and partners in the success and reputation of the Renton Municipal Airport for the collective advancement of the City of Renton and King County communities.

On behalf of an eager team ready to listen, crawl, walk, and finally run, I am grateful for this opportunity to help pilot the Renton Municipal Airport into the next phase of its renown as "Jet City."

I invite you to contact me directly for further discussion or information.

My Best,

  
Jon Wenrich  
Founder & CEO – Dark Horse Aviation

## **Dark Horse Aviation - Principals' FBO Background & Industry Experience**

### **Jon Wenrich | Founder & CEO**

Prior to forming Dark Horse Aviation in 2021, Jon began his aviation career as one of the 10% of professional pilots nationwide dual rated as an aircraft mechanic. Between 2014-2021 Jon led the business development, design, and preconstruction efforts at Centrex – a preeminent aviation-specialist design and construction firm based in Portland. His experience included over 3,000,000 SF of upscale Aviation Real Estate projects, and 500,000 SF of aviation property management, totaling over \$200MM—all while routinely captaining the company's jet, including on several occasions to RNT.



Regarded as a Subject Matter Expert (SME) of Aviation Real Estate with over 10 years' experience, Jon also served as a principal consultant for the world's largest aviation real estate portfolio; and member of NATA's National Airport Business Committee, co-chairing its NFPA 409 re-write subcommittee leading the industry's efforts to eliminate widespread and unnecessary environmental and property damages caused by accidental fire foam discharges.

Jon has extensive experience in aviation real estate, airport relations, capital raising, flight department operations, property management, and rent optimization.

### **Michael Rodgers | CFO & Partner**

Previous to his arrival as partner in Dark Horse Aviation, Michael served full time as the CFO of a private equity firm with investments in multiple aviation verticals. Prior to that, he spent more than 20 years in corporate finance, most recently with JP Morgan where he focused on the Industrials sector. Throughout his career, he has specialized in debt underwriting, merger & acquisition advisory, and strategic consulting.

Michael received his MBA from the Cox School of Business at Southern Methodist University, and BBA in Finance from Texas A&M University.



**Kyle Cassidy | Partner**

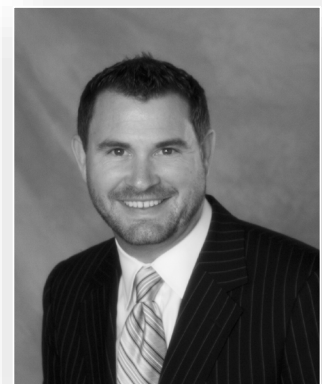
Prior to joining Dark Horse Aviation, Kyle was a partner in the ACI Jet Fixed Base Operation & Executive Terminal Operations at John Wayne Airport (SNA) in Orange County, California. As Director of Operations, Cassidy oversaw ground and fueling operations, IT & Business systems, HR, accounting, and procurement departments for the company's FBO division. With annual revenue of \$40 million (ACI), Cassidy is credited with winning a 35-year lease and ultimate development of a complex, 14-phase, 36-acre master planned aviation development at that Airport. Cassidy was also the Director of Operations for a family-owned real estate office located in Newport, CA that boasted over \$200+ in assets and development across CA and Arizona, including the Southwest Jet Center in Scottsdale, AZ.



**George Sumner | Partner**

President & Owner, Legacy Aviation

Legacy is an experienced multidisciplinary investor which selectively entertains investment opportunities with sponsor-partners. Legacy's interest in the niche asset class of aviation real estate and operating companies stems from its affiliates' century-long history in aviation and as business owners. Legacy Aviation was formed with the vision of developing world-class, private FBO and hangar complexes for corporate aircraft owners and operators across the nation. Current development projects include a \$40 million FBO development at John Wayne Airport in Orange County, CA.



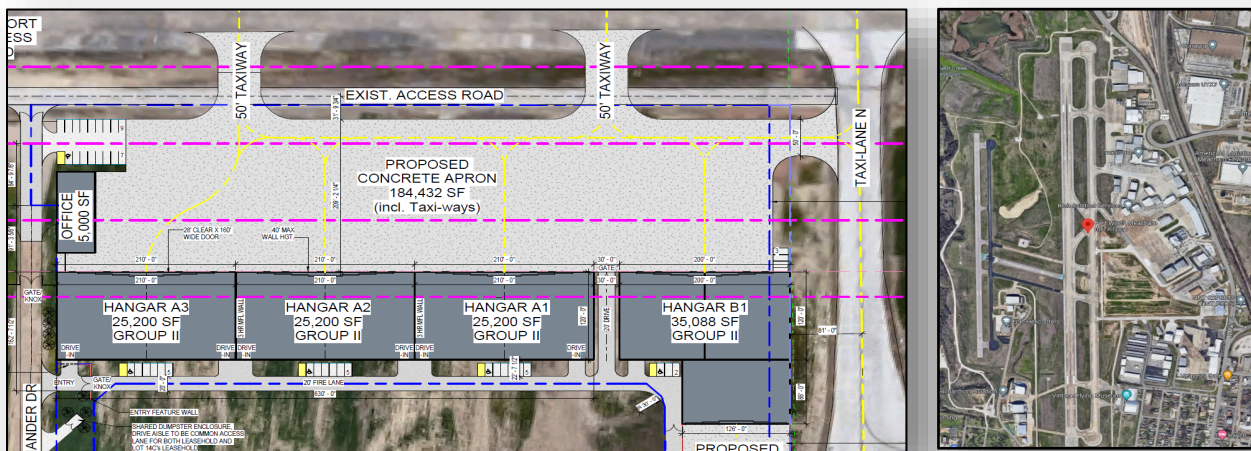
In addition to Legacy Aviation and its aviation investment portfolio, Mr. Sumner serves on the Board of Directors and as a shareholder for Hartzel Hardwoods & Hartzell Air Movement (better known as Hartzell Propellers) which are 145-year-old organizations, 100% family owned, based in Piqua, OH. With combined revenue in excess of \$150 million annually, George is the first 6<sup>th</sup> generation family member to be elected to the Board of Directors.

**Dark Horse - FBO & General Aviation Project Experience**

The collective Dark Horse Team’s FBO and Business Aviation experience spans over 100+ airports, 30+ states, 10,000,000 square feet, and +\$1Bn. Below is a collection of holdings and projects in the last 18 months under the Dark Horse umbrella.

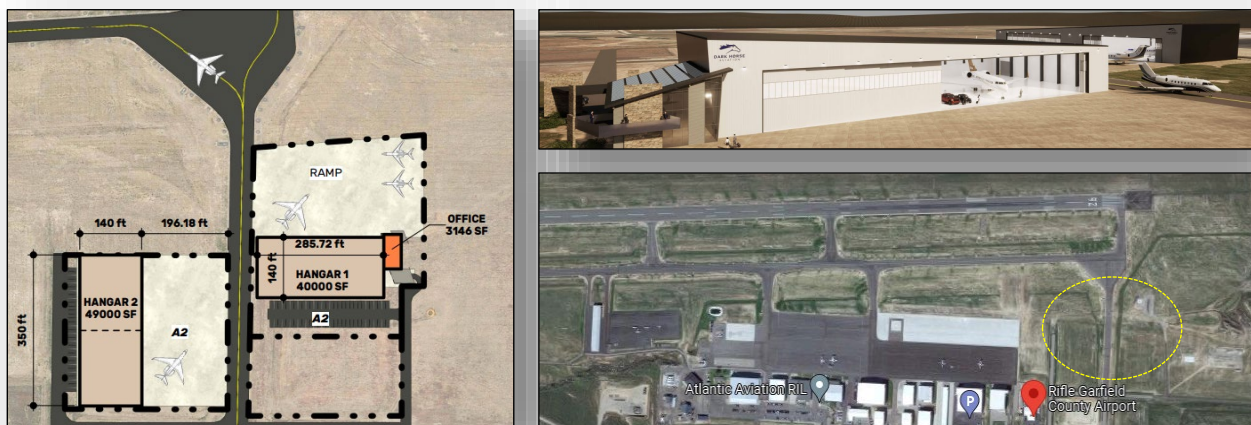
**City of Ft. Worth, Texas (“KFTW”)**

Dark Horse Aviation won the City of Ft. Worth’s Request for Proposal (“RFP”) at Ft. Worth Meacham International Airport (“FTW”) to develop a \$20 million, 110,000 square foot Class-A hangar campus. The project (shown below) has been approved by the Airport Advisory Board and is slated to break ground in August 2024.



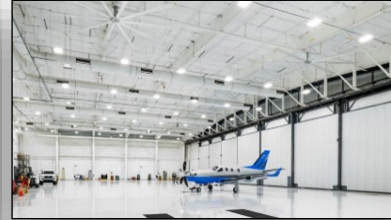
**Rifle, Colorado (Aspen & Vail, Colorado) (“KRIL”)**

Dark Horse Aviation won the award to develop the main remaining parcel on the Rifle Airport (“KRIL”) in Rifle, Colorado. Parcel is the highly visible, front-door, “beach-front property at KRIL. Development will include an \$18 million, 90,000 square foot Class-A hangar campus. KRIL is located approximately 44 nautical miles to the northwest of Aspen-Pitkin County Regional Airport.



**Phoenix, AZ - Mesa Gateway Airport (“KIWA”)**

Project is a 73,825 square foot hangar campus acquired in September 2022. Facilities are 100% leased.



**Denton, TX – Denton Enterprise Airport (“KDTO”)**

Project is a 20,000 square foot hangar/office complex which was sold in August 2023.



**Vail/Eagle, CO – Eagle County Regional Airport (“KEGE”)**

Project completed in March of 2022. 9,000 square foot hangar. Facility is 100% leased.



## **Dark Horse Aviation - Abbreviated Business Plan – Pro-Flight Aviation and Renton Gateway Center**

It is evident from a review of the principal partners' experience and the Company's on-going operations and development projects, that Dark Horse Aviation's team members are eminently qualified to effectively transition the Pro-Flight FBO into their existing operations.

The partners' plan for transition and development of the Pro-Flight FBO is best described in three (3) Steps or Phases. Their philosophy has been developed as a "Crawl", "Walk", "Run" approach, as described in the following:

### **Development Goal No. 1 – (Crawl)**

After an extensive review and analysis of the existing PFA operations, Mr. Wenrich believes that while the Renton Airport market is poised for growth, it is also important to solidify the company's relationships with both existing employees and their foundation of direct hangar tenants, RNT-based owners and operators, and transient customers. Continuity of Service is a key goal:

- Install Michael Dye and Carl Muhs, and their extensive FBO Ownership and Senior Executive Leadership experience, as interim President and COO of Pro-Flight to oversee the ownership transition and ultimately the direct mentorship of its permanent, locally based, General Manager through the "Walk" phase.
- All current FBO employees will be offered employment with the hope of being retained, continuing Dark Horse's focus on advancing career opportunities and investment for all peoples, with an emphasis on opening doors for women and minority communities.
- The FBO will offer both grades of aviation fuel (Avgas and Jet-A).
- Starting in late 2Qtr 2024, coverage hours will be expanded beyond the historical summer hours of 8am to 7pm hours daily.
- It is the intent that Pro-Flight will seek a vendor that can offer on-site rental cars, 24-hours daily.
- It is the intent to fill any hangar vacancies and improve fuel sales volume with light/mid-size Jets currently based at BFI or those who are repositioning to BFI from other nearby airports on a consistent basis. CBRE's National Lead for Airport Properties, Katrin Gist and Ellen Watson – both based in Seattle, will be engaged for sourcing these tenants.

### **Development Goal No. 2 – (Walk)**

- With 6 to 12 months after transition, it is the intent that Dark Horse will actively engage tenants at BFI to utilize RNT for both fuel and hangar storage. This will be accomplished by direct marketing and sales calls to prospects at other airports.



- Intention is to submit an application to City of Renton for future facility development on additional parcel(s).

## Development Goal No. 3 – (Run)

- With 12 to 18 months after transition, the Pro-Flight FBO will be rebranded to reflect the next chapter of service and pedigree at RNT. Rebrand may include exterior upgrades and refresh the FBO interior.
- Staffing and personnel may be further expanded to ensure the evolving service coverage requirements of the growing aviation community RNT, partially generated by persistent recruitment of transient aircraft patrons.
- The goal is to transition the Pro-Flight and Renton Airport reputations from that of a primarily piston service provider to a light/mid-size Jet Airport, in line with Renton’s DNA as “Jet City”.

## Other Development/Operational Goals

- **Deployment of Line and Customer Service Training Programs:** As part of the transition from Pro-Flight to Dark Horse, the Company will immediately implement the deployment of new industry training programs that specifically focus on customer service and customer care initiatives for both Line Service Technicians (LSTs) and Customer Service Representatives (CSRs).
- **Implement & Expand FBO Marketing Programs:** Dark Horse management and employees will focus on implementing a series of comprehensive marketing and advertising programs that will be directed at the Jet market described above. An important goal will be to focus on communication with current tenants, based and transient users, and attracting new traffic to RNT. These marketing efforts and/or programs may include the deployment of press releases, updating of Pro-Flight’s website (currently under construction), and selected industry advertising via the fuel supplier’s extensive co-op programs.
- **Fuel Supplier Review:** It is the company’s expressed intent to review and analyze Pro-Flight’s existing fuel supplier arrangements and to seek/analyze competitive proposals from other qualified industry suppliers. The purpose of this is to ensure that Pro-Flight/Dark Horse’s chosen supplier will be able to provide the adequate support, assistance, programs, and customer support that will be needed to ensure that the Dark Horse marketing efforts and plans for customer market expansion at the Renton Municipal Airport will be successful.
- **Opportunities for Environmental Sustainability:** It is the company’s intent to entertain avenues to incorporate environmentally sustainable enhancements to existing and future operations, such as Sustainable Aviation Fuel (“SAF”), Solar and Electrified-infrastructure.

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In addition to the above, Dark Horse Aviation has engaged the services Business Presentation Solutions, LLC and its two (2) prominent industry consultants to assist in facilitating the transition of Pro-Flight's operations and employees.

# F B O S F O R S A L E

**Carl Muhs – Vice President Business Development**

FBOsforSale.com/Business Presentation Solutions, LLC (“BPS”)

As the former President of Avflight's FBO chain for over 20 years, Mr. Muhs is a highly experienced FBO executive and operational expert. In his current role at BPS, Muhs orchestrates the sales process for the company's roster of Clients who are engaged with BPS to sell their businesses. He is also well-recognized as an expert in providing operational assistance and targeted consulting and transition guidance to FBO buyers before, during, and after the sale closes.



**Michael Dye – President**

FBOsforSale.com/Business Presentation Solutions, LLC

Dye is both a former FBO owner and industry executive for several large FBO chains. He is an expert in FBO sales, acquisitions, and valuations, as well as assisting the Company's clients and buyers in the transition of employees, customers, and financial/operational functions.



END OF DOCUMENT

# Lease Assignment for Renton Gateway Center, LLC LAG 09-006



# Pro-Flight Aviation FBO and Hangars under Renton Gateway LLC. LAG 09-006





City Council Regular Meeting - 05 Feb 2024

**SUBJECT/TITLE:** 2024-2025 ORCA Business Cards and Business Passport Products Agreement

**RECOMMENDED ACTION:** Refer to Transportation (Aviation) Committee

**DEPARTMENT:** Public Works Transportation Systems Division

**STAFF CONTACT:** Dan Hasty, Transportation Planner

**EXT.:** 7217

**FISCAL IMPACT SUMMARY:**

This agreement allows for the purchase of 348 ORCA passes for use by eligible City employees for a total cost of \$113,190.48. The cost of the agreement will be charged to the CTR Transit account number 003.000000.016.595.92.43.005 in the Transportation Planning & Programming Operating Fund. There are sufficient funds available to cover the cost of the agreement.

**SUMMARY OF ACTION:**

In order to reduce congestion and improve air quality, Washington State passed a Commute Trip Reduction (CTR) Law in the early 1990s. Under the CTR law, the City of Renton is classified as a CTR affected employer.

Historically, the City has entered into annual agreements with transit agencies to purchase public transit passes in bulk at a reduced rate. These passes are provided to each regular City employee as a core fundamental piece of the City’s CTR Program. The ORCA Business Passport offers unlimited rides on Sound Transit, King County Metro Transit, Pierce Transit and others. It covers travel on buses, light rail and commuter rail. In addition, it features 100% subsidies for vanpool and vanship participants of King County Metro, Community, Kitsap and Pierce transit vehicles, as well as a Guaranteed Ride Home Program (free emergency taxi service for employees). There is a significant savings over buying transit passes through other means.

The cost for the time period of March 1, 2024 to February 28, 2025 is \$300.24 per eligible employee. The cost for the time period of March 1, 2023 to February 28, 2024 was \$260.64 per eligible employee. There is a price increase per employee this year due to our cost per employee being calculated on our ORCA Business Passport customer’s employees’ actual usage in 2023-2024 plus administrative costs minus a discount. The total cost also reflects an increase to 348 Eligible Employees this contract year up from 309 Eligible Employees in the 2023 – 2024 contract.

**EXHIBITS:**

A. 2024-2025 ORCA Business Cards and Business Passports Agreement

**STAFF RECOMMENDATION:**

Authorize the Mayor and City Clerk to execute the 2024-2025 ORCA Business Cards and Business Passports Products Agreement.



**AGREEMENT FOR PURCHASE OF ORCA BUSINESS CARDS AND  
ORCA BUSINESS PASSPORT PRODUCTS**

THIS AGREEMENT (hereinafter, "Agreement") is made and entered into by and among **City of Renton** ("Business Account") and **King County Metro** ("Lead Agency") on behalf of the following agencies, individually referred to as the "Agency" and collectively as the "Agencies" in this Agreement.

The Snohomish County Public Transportation Benefit Area ("Community Transit")  
The City of Everett ("Everett Transit")  
The King County Metro Transit Department ("King County Metro")  
The Kitsap County Public Transportation Benefit Area ("Kitsap Transit")  
Pierce County Public Transportation Benefit Area Corporation ("Pierce Transit")  
The Central Puget Sound Regional Transit Authority ("Sound Transit")  
The Washington State Department of Transportation, Ferries Division ("Washington State Ferries")

IN CONSIDERATION of the mutual covenants contained herein, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

**1.0 PURPOSE**

- 1.1 This Agreement establishes the terms under which certain fare payment-related services, referred to herein as "ORCA Services," will be provided to the Business Account, including but not limited to the prices and terms under which the Business Account may purchase and distribute ORCA Business Cards loaded with a Business Passport Product to its Eligible Business Cardholders. Such ORCA Business Cards may be used to access certain Transportation Services of the Agencies. The specific ridership privileges applicable to the Business Passport Product provided under this Agreement are specified in *Attachment 1, Products, Pricing and Terms*, which is incorporated in this Agreement by this reference, and are subject to Sections 6 and 18 below. Businesses must at a minimum cover all benefits-eligible employees except those who work 100% remote. Additional participants can be included. Eligibility is defined in *Attachment 3 Eligible Participants*.
- 1.2 Attachment 1 also establishes the terms under which specific optional products and services (e.g. use of an ORCA Business Card on vanpool; a guaranteed ride home program per *Attachment 6 Guaranteed Ride Home*, attached hereto), if any, shall be provided by one or more individual Agencies.
- 1.3 This Agreement also enables the Business Account to purchase Business Choice Products from the Agencies, via the myORCA.com website, at the prices and terms in effect at the time of purchase.
- 1.4 The Business Account understands and agrees that this Agreement applies to its use of ORCA Services including, but not limited to, its purchase of ORCA Business Cards and ORCA Products. This Agreement does not constitute a contract for transportation services. The Agencies have no obligation to the Business Account or any other entity or person to provide any particular level, frequency or routing of transportation service.

**2.0 TERM OF AGREEMENT AND CONTACT PERSONS**

- 2.1 This Agreement shall take effect upon the effective date specified in Attachment 1. Unless terminated in accordance with Section 14, this Agreement shall expire on the last day of the Program Term specified in Attachment 1, or an Amended Attachment 1 that has been signed by a person authorized to bind the Business Account.
- 2.2 The Business Account shall designate a Primary Contact Person in *Attachment 2 Designated Representatives*, which is incorporated in this Agreement by this reference. This Primary Contact Person shall be responsible for managing the Business Account's roles and responsibilities under this Agreement. A Secondary Contact Person shall also be designated in Attachment 2. The Lead Agency may communicate with and rely upon either the Primary or Secondary Contact Person on matters relating to this Agreement.

**3.0 DEFINITIONS**

- 3.1 *Business Account.* The organization, educational or human services institution, government agency or other entity that has entered into this Agreement enabling it to purchase ORCA Business Cards and ORCA Products for distribution to their employees, students, clients or other constituency.
- 3.2 *Business Choice Products.* The ORCA Products that may be purchased at retail prices to supplement the ORCA Business Passport Product for one or more Business Cardholders (e.g. a WSF monthly pass).
- 3.3 *Business Cardholder(s) or Cardholder(s).* The individual(s) whose ORCA cards are loaded by and/or may be provided by the Business Account.
- 3.4 *Business Passport Product.* The ORCA Product loaded on the Business Account's ORCA Business Cards under this Agreement that provides the Business Cardholders an unlimited right-to-ride the regularly scheduled Transportation Services of, or operated by, certain Agencies to the extent specified in Attachment 1.
- 3.5 *Card Close.* An ORCA system action that permanently invalidates an ORCA Card. The Business Account, Lead Agency or Cardholder with access may close cards.
- 3.6 *Card Lock.* An ORCA system process action that prevents an ORCA Business Card from being used until the action is reversed. The Business Account, Lead Agency or Cardholder with access can lock and unlock cards.
- 3.7 *Lead Agency.* The Agency that entered into this Agreement on behalf of itself and the other Agencies and, except as otherwise provided in this Agreement, is responsible for administration of this Agreement on behalf of the Agencies, including contract modifications and renewals, and ORCA system support
- 3.8 *ORCA Website.* The myORCA.com website used by the Business Account to manage its account.
- 3.9 *ORCA.* The trademarked name of the system that enables use of a common fare card on the public transportation services provided by any of the Agencies.
- 3.10 *ORCA Business Card (or "Business Card").* An ORCA fare card managed by a Business Account to enable the loading of ORCA Products for use by a Cardholder to whom it was distributed by the Business Account to access Transportation Services as specified in

Attachment 1. These cards must be purchased with the business card profile of full access or the account must be set to have the global ownership flag. The fare card may be a physical card or if approved by the Lead Agency, a virtual fare card application.

- 3.11 *Load-Only ORCA Card.* An ORCA fare card managed by an individual which can be linked to a Business Account with load-only privileges. Load-only privileges allow the Business Account to load products and/or E-purse value. The Business Account does not have the ability to close the card, transfer card balances or check card balance
- 3.12 *ORCA Products.* Any transit fare payment mechanism offered for sale within the ORCA system by any of the Agencies. Examples include, but are not limited to, monthly or period pass, and E-purse.
- 3.13 *ORCA Services.* The materials and services that may be provided, from time to time, under the ORCA program, including but not limited to the ORCA Business Cards, ORCA Products, ORCA Websites, data, information, and any equipment, systems and services related to the ORCA program.
- 3.14 *Parties.* The Business Account and the Agencies (which include the Lead Agency) referred to herein collectively as the "Parties" and individually as a "Party."
- 3.15 *Transportation Services.* Those public transportation services provided by the Agencies that are specified in Attachment 1.

#### **4.0 PRICES AND PAYMENT TERMS**

The prices and payment terms applicable to this Agreement are specified in Attachment 1. Such terms shall include: (a) the amounts due for the Business Cards, Business Passport Product, and any other products, services and fees and (b) the timing of payments. Each order submitted by the Business Account for ORCA Business Cards and/or any ORCA Products will be subject to the provisions of this Agreement.

- 4.1 The Business Account's purchase of any Business Choice Products via the myORCA.com website will be at the prices and terms in effect at the time of order. The Business Account is responsible for reviewing the prices in effect before submitting each order and shall be deemed to have agreed to the then-applicable prices by submitting the order.
- 4.2 Payment in full is due as specified in Attachment 1.
- 4.3 If for any reason payment in full is not received by the date due, if a payment is not honored due to non-sufficient funds (NSF), or if for any reason a payment is negated or reversed, Sound Transit, on behalf of the Lead Agency will notify the Business Account of the payment problem and if full and clear payment is not received within ten (10) days of such notification, the Lead Agency may:
  - 4.3.1 Refuse to process new orders for ORCA Business Cards and lock the loading of new ORCA Products by or for the Business Account;
  - 4.3.2 Assess any late payment, NSF and collection fees to the maximum amount permitted by law;
  - 4.3.3 Initiate a Card Lock on the Business Cards issued to the Business Account, rendering them ineffective for use by the Cardholders, until such time as the Business Account



pays the full amount due, including any late payment, NSF and fees, in a manner acceptable to the Lead Agency; and

4.3.4 Suspend or terminate access rights to the Business Account's secured area of the website.

4.4 In addition to any other obligations it may have under this Agreement and at law, the Business Account agrees to pay to the Lead Agency any reasonable court costs, attorney fees and collection fees incurred in collecting amounts due from the Business Account.

4.5 Sound Transit, on behalf of the Lead Agencies, will be responsible for invoicing and receiving amounts due per this Agreement, unless otherwise described in this Agreement

Payments will be remitted to:

Central Puget Sound Regional Transit  
LB 1194  
PO BOX 35146  
Seattle, WA 98124-5146

Wire /ACH instructions will also be available.

## **5.0 PURCHASE, OWNERSHIP, DISTRIBUTION AND REPLACEMENT OF ORCA BUSINESS CARDS**

5.1 *Ordering ORCA Business Cards.* The Business Account shall order ORCA Business Cards via the ORCA Website, in accordance with the directions provided on that website, and shall make payment as provided in Attachment 1. If additional cards are required, the Business Account may be required to pay the standard card fee and other applicable fees as specified in Attachment 1.

5.2 *Receipt and Ownership of ORCA Business Cards.* Upon actual or constructive receipt of the ORCA Business Cards it has ordered, the Business Account shall be responsible for the management of the ORCA Business Cards. The Business Account shall be deemed to have constructively received all ordered ORCA Business Cards unless it notifies the Lead Agency of any non-delivery or incorrect delivery within thirty (30) days after the order was placed. If the Business Account notifies the Lead Agency that it has not received the ordered cards, the Lead Agency will ship a replacement order. If the Business Account subsequently receives the cards reported as missing, the Business Account is responsible for returning them to the Lead Agency.

5.3 *Storage and Risk of Loss.* The Business Account is responsible for the storage, distribution and use of the ORCA Business Cards issued to it. The Business Account bears the sole risk of any loss, damage, theft or unauthorized use of one of its cards, whether such card is held in its inventory or has been distributed for use. The Business Account is responsible for the cost of any use of its Business Cards until the effective date of a Card Close or Card Lock that may be initiated as provided below.

5.4 *Distance Based Transit Fare.* The Business Account is responsible for communicating to Cardholders that "distance based fares" are charged on some systems such as: Link light rail, and Sounder commuter rail systems. On distance based fare modes, when the Cardholder "taps on," the ORCA system will record the trip to the last stop on the line. When the Cardholder "taps off" at the end of the ride, ORCA will record the actual ride. The Business Account then will be charged the correct fare for the actual ride taken. If the Cardholder fails to "tap off", then ORCA

will record a ride to the end of the line. The result of not “tapping off” is that the Business Account will be charged the largest fare for the ride even if a shorter ride was taken.

- 5.5 *Distribution of ORCA Business Cards.* The Business Account is responsible for distributing its Business Cards for use by its Eligible Business Cardholders. The Business Account manages all Business Cards it distributes but a cardholder may also purchase and load individual ORCA Products on a Business Card. The Business Account understands that a Business Card it distributes to a Cardholder may be linked by the Cardholder to his/her/their personal account on myorca.com as provided in Section 6. The Business Account may not register the Business Cards that are issued under this Agreement to a personal account.

The Business Account shall require that the Cardholder, as a condition of receiving a Business Card, be informed of the Cardholder Rules of Use, incorporated in this Agreement as *Attachment 4 ORCA Business Cardholder Rules of Use*, through the Business Account’s’ standard means of communicating policies.

The Business Account understands and agrees that it is solely responsible for implementation and enforcement of the Cardholder Rules of Use.

- 5.6 *Proof of payment.* The Business Account is responsible for notifying Cardholders that proof of payment must be made by tapping the ORCA Card on the card reader in the manner required by each Agency; otherwise, the Cardholder may be subject to a fine if the ORCA Card is not tapped, and the Cardholder will be personally responsible for any fines that may be imposed.
- 5.7 *Business Account Access to Personally Identifying Information.* If an individual Cardholder opts to register one of the Business Cards issued to the Business Account, any personally identifying information provided to the ORCA System (e.g. name, address, telephone number, and credit card number) will not be accessible by the Business Account. If the Business Account collects any personally identifying information about individuals to whom it has distributed Business Cards, the Business Account is solely responsible for its collection, use, storage and disclosure of such information.
- 5.8 *Card Locks and Card Close.* In the event a Business Card is determined to be lost or stolen or if a Cardholder is determined by the Business Account to be no longer eligible to use the card, the Business Account may initiate a Card Lock, which is reversible action, or a Card Close, which is a permanent action, via the myORCA.com website to invalidate the subject Business Card. The Lead Agency may also initiate a Card Lock or Card Close to any of the Business Account’s Business Cards at the request of the Business Account, or at the sole discretion of the Lead Agency in accordance with Section 4.3, or if it is suspected that a card has been altered, duplicated, counterfeited, stolen or used by an ineligible Cardholder.
- 5.9 *Restoration of Value After Card is Locked or Closed.* Following a Card Lock, a Business Account can transfer remaining funds and products onto a replacement card. Business Account will be responsible for card replacement fee.
- 5.10 *Card Replacement.* The Business Account is responsible for ordering and paying for any new cards needed to replace Business Cards that for any reason cease to be available or suitable for use by the Cardholders under the program of the Business Account, including but not limited to, if the unavailability or unsuitability is caused by damage, abuse, loss, theft, Card Close, and end of useful life. Provided, however, and notwithstanding the exclusion of warranties in Section 15, if a Business Card malfunctions within twelve (12) months after it was delivered to the Business Account, it shall be replaced by the Lead Agency without additional charge to the Business Account if the malfunction was caused by a defect in design, material or workmanship and was not caused by misuse, an intentional act, negligence or damage, reasonable wear and

tear excepted. The Business Account understands and agrees that to avoid the disruption and inconvenience caused by sporadic failures as its cards are used, it must plan for replacement of its Business Cards on a regular basis. As a condition of continuing under the Business Passport program, the Business Account agrees that it will purchase replacement Business Cards at the then-applicable rate.

## **6.0 CARDHOLDER USE OF ORCA BUSINESS CARDS**

*Cardholder Privileges.* The Business Account understands and agrees that the Cardholder has the following privileges in connection with the use of an ORCA Business Card.

- 6.1 *The Cardholder may present an ORCA Business Card, loaded with a valid, applicable Business Passport or Business Choice Product, to an ORCA fare transaction processor as proof of payment of all or a portion of a required fare on a regular transportation service operated by one or more of the Agencies. (Provided, however, an ORCA Product that is not sufficient to fully pay a fare will not be accepted as partial payment by the Washington State Ferries.) In all cases, a Cardholder will be required to make other payment to the extent a fare is not covered by an ORCA Product.*
- 6.2 *The Cardholder may individually purchase ORCA Products and load them on the Business Card in addition to any ORCA Product loaded by the Business Account. Individual ORCA Products may be used to pay all or a portion of a required fare on a transportation service not covered by a Business Passport Product or Business Choice Product. (Provided, however, an ORCA Product that is not sufficient to fully pay a fare will not be accepted as partial payment by the Washington State Ferries.) In all cases, a Cardholder will be required to make other payment to the extent a fare is not covered by an ORCA Product.*
- 6.3 *The Cardholder may link his/her/their name and other contact information with the ORCA system and link such personal information to the serial number of the Business Card provided to him/her. Such registration does not give the Cardholder full access to the card but may give the Cardholder the right to access the myORCA.com website to view the card's transaction history and current stored value, and to add retail products.*
- 6.4 *The Cardholder's personally identifying information is generally exempt from disclosure under the Washington Public Records Act (Chapter 42.56 RCW) as more specifically outlined in RCW 42.56.330(5).*

## **7.0 BUSINESS RESPONSIBILITIES AND PRIVILEGES RELATING TO LOAD-ONLY CARDS**

- 7.1 *The Business Account understands that if it links an individual's ORCA card to their Business Account with load-only privileges the Business Account will have limited access. The Business Account will be able to load products and/or E-purse on the account and unlink the card from its account. The Business Account will not be able to close the card, transfer products and/or E-purse value, or view card balance.*
- 7.2 *When the load-only card holder is no longer eligible for a transit benefit, the Business Account is responsible for unlinking the card from their account.*

## **8.0 NO RETURNS OR REFUNDS**

Except as otherwise provided herein or in Section 14.2, the Business Account understands and agrees that its purchases of Business Cards, and Business Passport or Business Choice products purchased for such cards, are final and it is not entitled to any refunds. However, the Business Account may request a refund of the E-purse value remaining on a Business Card if the card is closed. The Lead Agency

shall initiate a Card Close and the refund will be processed approximately ten (10) days after the Card Close was initiated. A processing fee of ten dollars (\$10) may be payable by the Business Account to the Lead Agency for each refund that is processed, regardless of number of cards refunded. The Business Account, not the Lead Agency, is responsible for the refunding of such E-purse value, if any, to the individual Cardholder to whom the Business Card had been distributed.

**9.0 BUSINESS ACCOUNT WEBSITE**

- 9.1. The myORCA.com website is the primary means by which the Business Account shall purchase ORCA Business Cards, Business Passport and Business Choice Products, manage its Business Cards and obtain information about the use of said cards. As a condition of participation in the Business Passport program, the Business Account agrees that it will use the myORCA.com website when it is available and that each access and use of said website shall be subject to the ORCA Terms of Use and ORCA Privacy Statement that are in effect and posted on the myORCA.com website at the time of such access and use.
- 9.2. The Business Account understands and agrees that uninterrupted access to and use of the myORCA.com website is not guaranteed and agrees that it will contact its representative at the Lead Agency by email or telephone if the website is not available.
- 9.3. At the time the Business Account enters into the ORCA program, the Business Account's Primary Contact (Super Admin) will be provided a password to access myorca.com. The Super Admin will be responsible for adding additional admins to the Business Account. The Business Account is solely responsible for managing their account's users. The Business Account is also solely responsible for complying with the security standards specified in *Attachment 5 ORCA Business Account Security Standards*, which is incorporated in this Agreement by this reference.

**10.0 INFORMATION PROVIDED BY THE AGENCIES AND THE ORCA SYSTEM**

- 10.1 The Business Account understands and agrees that the data, reports or any information provided to it via the myORCA.com website or otherwise, is and remains the sole property of the Agencies and nothing shall be construed as a transfer or grant of any copyright or other property interest in such data, reports or information. The Agencies hereby grant to the Business Account a non-exclusive license to use any data, reports or information provided by the Agencies, via the myORCA.com website or otherwise, for any lawful purpose related to the administration of the transportation benefits program of the Business Account.
- 10.2 The ORCA System will record data each time an ORCA Business Card is presented to an ORCA device for fare payment and to load a product. Such transaction data includes, but is not limited to, the date, time, and location (or route) of the transaction. The Business Account may routinely access such transaction data related to its Business Cards to the extent provided via the myORCA.com website. Said website and its reports do not provide the Business Account Business Card transaction data linked to card serial numbers for the purpose of preventing fraud, the Primary Contact Person of the Business Account may submit a written request to the Lead Agency for transaction data related to a specific card number or for a card number linked to a specific transaction. Fraud is defined as intentional deception or misrepresentation by a person with knowledge that it will result in an unauthorized benefit to him, her, or some other person. The submittal is not intended to be used to request data for multiple cards or all cards managed by the Business Account. The written request shall include the following:

- 10.2.1 Card number or the date, time and other known details about the specific transaction for which a card serial number is being requested;

- 10.2.2 Detailed statement as to why the information is germane to the prevention of fraud; and

10.2.3 The signature of the Primary Contact Person.

If the Lead Agency determines that the subject transaction(s) is linked to a Business Card issued to the Business Account, the Lead Agency will provide the Business Account with the card serial number linked to the requested transaction(s). The Business Account agrees that it will use such card serial number information only for purposes of enforcing the Rules of Use, as provided to the Cardholder. The Business Account must maintain its own records if it wishes to identify the card serial number issued to an individual.

**11.0 PUBLIC RECORDS**

The Business Account understands and agrees that all records related to its participation in the ORCA System are public records under the Washington Public Records Act (Chapter 42.56 RCW) ("Act"), including but not limited to: (a) this Agreement and the sales activity hereunder; (b) the orders, communications, and any other information provided by the Business Account to the Lead Agency, the other Agencies or the ORCA System, whether provided via this website or otherwise and whether provided in hard copy or electronic form; (c) any communications, responses, requests, reports or information of any kind provided to the Business Account from the Lead Agency, the other Agencies or the ORCA System; and (d) all data, reports and information of any kind related to the loading of products on, and the use of, the Business Cards issued to the Business Account. As public records, these records will be made available for public inspection and copying upon request, unless the Lead Agency determines they are exempt from disclosure.

**12.0 INDIVIDUAL USE OF BUSINESS CARD AFTER LEAVING A BUSINESS ACCOUNT**

The Business Account is encouraged to collect Business Cards from Cardholders who are no longer eligible for the Business Account's transportation benefits program. In any case, the Business Account is solely responsible for initiating a Card Lock or Closing a Card in accordance with this Agreement to prevent any continued use of, and financial liability for, a card that had been distributed to a person who is no longer eligible.

**13.0 ORCA SERVICES SUBJECT TO CHANGE**

The Agencies seek to continually improve and enhance the ORCA Services. With thousands of organizations, schools, and other entities entering into business account agreements at varying dates in the year, the Agencies are unable to guarantee to each business account that the ORCA Services will not change during the term of its agreement. The Business Account understands and agrees that one or more ORCA Services may be changed, suspended or terminated from time to time without prior notice to, or agreement by, the Business Account, including but not limited to changes in the look, feel, content and functions of the myORCA.com website. If the Business Account is dissatisfied with a change in the ORCA Services, however, it may terminate this Agreement for its convenience in accordance with the provisions of Section 14.2.

**14.0 TERMINATION**

14.1 The Lead Agency may at any time terminate this Agreement if the Business Account fails to make timely and effective payment of all amounts due, or otherwise materially breaches the Agreement, or acts in manner indicating that it intends to not comply, or is unable to comply, with the Agreement. To effect such a termination for cause, the Lead Agency shall send email notice to the last known email address for the last known Primary Contact Person of the Business Account describing the manner in which the Business Account is in default and the effective date of termination. If the basis for termination is a failure to perform that can be cured, the termination shall not take effect so long as the Business Account cures the default within ten

(10) days of the sending of the email notice. Upon the effective date of such termination, the Lead Agency may immediately terminate the website access privileges of the Business Account, lock the Business Cards issued to the Business Account and decline to accept and fulfill any pending or new orders from the Business Account. In the event of such a termination for cause, the Business Account shall not be entitled to any refund of any amounts paid.

- 14.2 Either the Business Account or the Lead Agency may terminate the Agreement without cause and for its own convenience by sending the other Party written or email notice at least thirty (30) days in advance of the effective date of the termination. Upon receipt of a notice of termination for convenience from the Business Account, the Lead Agency may, in its sole discretion, waive the advance notice period and immediately terminate the website access privileges of the Business Account, initiate a Card Lock on the Business Cards issued to the Business Account, and decline to accept and fulfill any pending or new orders from the Business Account. In the event of such a termination for convenience and not cause, the amounts due under this Agreement shall be calculated by the Lead Agency. (The amounts due for the ORCA Passport Product and any optional products listed in Attachment 1 shall be the annual amounts due prorated for the number of months during which the Passport Product and optional products were valid for at least one day.) If the Business Account has not paid in full all of the amounts due under this Agreement as of the termination date, the Business Account shall immediately pay the remaining amount due. If the Business Account has paid more than all of the amounts due under this Agreement as of the termination date, the Business Account shall be entitled to a refund of the excess it has paid.
- 14.3 Notwithstanding any termination of the Agreement, the Business Account shall remain liable to satisfy and comply with all of its obligations under this Agreement and at law with regard to, or arising out of, any orders submitted or any of its acts or omissions occurring prior to the effective date of the termination, including but not limited to paying all amounts due or incurred prior to the effective date of the termination and any fees, charges, collection costs or other costs arising from a failure to make timely and effective payment.

**15.0 EXCLUSION OF WARRANTIES**

- 15.1 ALL ORCA SERVICES PROVIDED ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. ANY USE OF THE ORCA SERVICES IS AT THE BUSINESS ACCOUNT'S SOLE DISCRETION AND RISK.
- 15.2 BY WAY OF EXAMPLE, AND NOT LIMITATION, THE LEAD AGENCY AND EACH OF THE OTHER AGENCIES SPECIFICALLY DO NOT REPRESENT AND WARRANT THAT:
- A. THE BUSINESS ACCOUNT'S USE OF THE ORCA SERVICES WILL BE UNINTERRUPTED, TIMELY, FREE FROM ERROR AND OTHERWISE MEETING ITS REQUIREMENTS;
  - B. ANY INFORMATION OBTAINED BY THE BUSINESS ACCOUNT AS A RESULT OF USING THE ORCA SERVICES WILL BE ACCURATE AND RELIABLE; AND
  - C. ANY USE OF THE ORCA WEBSITE, INCLUDING BUT NOT LIMITED TO THE CONTENT OR MATERIAL DOWNLOADED FROM SAID WEBSITE, WILL BE FREE OF DEFECTS, VIRUSES, MALWARE, HACKS OR POTENTIALLY HARMFUL INTRUSIONS.
- 15.3 TO THE EXTENT PERMITTED BY LAW, THE LEAD AGENCY AND EACH OF THE OTHER AGENCIES DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO: ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE; ANY WARRANTIES OF QUIET ENJOYMENT

OR NON-INFRINGEMENT; AND ANY WARRANTIES CREATED BY TRADE USAGE, COURSE OF DEALING, OR COURSE OF PERFORMANCE.

15.4 NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM THE AGENCIES OR THE ORCA SYSTEM SHALL REVISE OR CREATE ANY WARRANTY.

**16.0 NOTICES**

16.1 Any notice required to be given under the terms of this Agreement shall be directed either by email or regular mail to the Parties' Designated Representatives, as specified in Attachment 2, or to the last person and address provided by a Party in accordance with Section 16.2.

16.2 Each Party shall immediately notify the other Parties of any changes to its Designated Representatives' contact information. The Business Account shall also immediately notify the Lead Agency of any changes in any other information provided in its application.

**17.0 FORCE MAJEURE**

The Agencies and each of them shall be relieved of any obligations under this Agreement to the extent they are rendered unable to perform, or comply with such obligations as a direct or indirect result of a force majeure event, or any other circumstance not within such party's control, including, but not limited to, acts of nature, pandemics, acts of civil or military authorities, terrorism, fire or water damage, accidents, labor disputes or actions, shutdowns for purpose of emergency repairs, or industrial, civil or public disturbances.

**18.0 APPLICATION OF AGENCY FARES AND OTHER POLICIES**

The purchase, distribution and use of Business Cards and ORCA Products by the Business Account and its Cardholders, and access to and use of the ORCA website, shall be subject to all applicable federal, state and local law, regulations, ordinances, codes and policies, including but not limited to the ORCA Cardholder Terms of Use and ORCA Privacy Statement (posted on the ORCA website and available in printed form upon request to the Lead Agency), and the Agencies' respective fares, transfer rules, codes of conduct and other operating policies and procedures.

**19.0 PROHIBITED DISCRIMINATION**

The Business Account shall not discriminate on the basis of race, color, sex, religion, nationality, creed, marital status, sexual orientation, age, or presence of any sensory, mental, or physical handicap in the administration of its transportation benefits program, the provision of ORCA Business Cards and ORCA Products, or the performance of any acts under this Agreement. The Business Account shall comply fully with all applicable federal, state and local laws, ordinances, executive orders and regulations which prohibit such discrimination.

**20.0 COMPLIANCE WITH APPLICABLE LAW**

The Business Account shall be solely responsible for compliance with all applicable federal, state and local laws, regulations, resolutions and ordinances, including, but not limited to, any provisions relating to the Business Account's provision of compensation, benefits or services to employees or others (e.g. including, but not limited to, transportation fringe benefits) and any reporting, tax withholding, or other obligations related thereto. The Business Account expressly acknowledges and agrees that it has not relied on any representations or statements by the Agencies and will not rely on them to provide any legal, accounting, tax or other advice with regard to the Business Account's provision of compensation, benefits or services to employees or others (e.g. including, but not limited to, transportation fringe benefits) and any reporting, withholding or other obligations related thereto.

**21.0 LEGAL RELATIONS**

21.1 *No Partnership, Agency or Employment Relationship Formed.* The Business Account and the Agencies are independent parties and nothing in this Agreement shall be construed as creating any joint venture, partnership, agency or employment relationship between and among them or their respective employees. Without limiting the foregoing, the Business Account understands and agrees that none of its employees or agents shall be deemed employees or agent, for any purpose, of any of the Agencies and the Business Account is solely responsible for the acts of its agents and employees and their compensation, wages, withholdings and benefits.

**21.2 LIMITATION ON LIABILITY**

- A. THE LEAD AGENCY AND EACH OF THE OTHER AGENCIES SHALL NOT BE LIABLE FOR, AND THE BUSINESS ACCOUNT HOLDS EACH AGENCY HARMLESS FROM, ANY LOSS OR DAMAGE ARISING OUT OF OR RELATED TO:
1. ANY RELIANCE PLACED BY THE BUSINESS ACCOUNT ON THE COMPLETENESS, ACCURACY OR EXISTENCE OF ANY INFORMATION PROVIDED TO THE BUSINESS ACCOUNT BY OR THROUGH THE ORCA SERVICES;
  2. ANY CHANGES TO THE ORCA SERVICES OR THE TEMPORARY OR PERMANENT CESSATION OF ANY SUCH SERVICES (OR FEATURES WITHIN A SERVICE);
  3. THE DELETION OF, CORRUPTION OF, OR FAILURE TO STORE, ANY INFORMATION MADE AVAILABLE TO THE BUSINESS ACCOUNT, OR GENERATED BY THE USE OF THE ORCA SERVICES UNDER THIS AGREEMENT INCLUDING, BUT NOT LIMITED TO, THE USE OF THE ORCA BUSINESS CARDS ISSUED UNDER THIS AGREEMENT;
  4. THE BUSINESS ACCOUNT'S FAILURE TO PROVIDE THE LEAD AGENCY WITH ACCURATE ACCOUNT INFORMATION; AND
  5. THE BUSINESS ACCOUNT'S FAILURE TO KEEP INFORMATION SECURE AND CONFIDENTIAL.
- B. THE LEAD AGENCY AND EACH OF THE OTHER AGENCIES SHALL NOT BE LIABLE FOR, AND THE BUSINESS ACCOUNT HOLDS EACH AGENCY HARMLESS FROM, ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES INCURRED BY THE BUSINESS ACCOUNT UNDER ANY THEORY OF LIABILITY, INCLUDING BUT NOT LIMITED TO LOSS OF USE, LOSS OF TIME, LOSS OF PROFITS, LOSS OF PRIVACY, LOSS OF DATA, LOSS OF GOODWILL OR BUSINESS REPUTATION, WHEN SUCH DAMAGES ARISE OUT OF, OR ARE RELATED TO, THIS AGREEMENT OR THE ORCA SERVICES, WHETHER OR NOT ONE OR MORE AGENCIES HAS BEEN ADVISED OF, OR SHOULD HAVE BEEN AWARE OF, THE POSSIBILITY OF ANY SUCH DAMAGES ARISING.
- C. TO THE EXTENT ONE OR MORE OF THE AGENCIES INCURS ANY LIABILITY FOR A BREACH OF THIS AGREEMENT, OR ANY DUTY RELATED TO THE ORCA SERVICES, AND SUCH LIABILITY THAT IS NOT EXCLUDED UNDER THE TERMS OF THIS AGREEMENT, THE EXCLUSIVE, AGGREGATE REMEDY AGAINST THE LEAD AGENCY AND EACH OTHER AGENCY WILL BE, AT THE OPTION OF THE



APPLICABLE AGENCIES: (A) THE CORRECTION, SUBSTITUTION OR REPLACEMENT OF ALL OR PART OF THE ORCA SERVICES GIVING RISE TO THE BREACH, OR (B) A REFUND OF THE AMOUNT PAID BY THE BUSINESS ACCOUNT FOR THE ORCA SERVICE CAUSING THE DAMAGE, THE AMOUNT OF WHICH WILL NOT EXCEED THE DAMAGES (OTHER THAN THOSE EXCLUDED ABOVE) ACTUALLY INCURRED BY THE BUSINESS ACCOUNT IN REASONABLE RELIANCE.

THE DAMAGE EXCLUSIONS AND LIMITATIONS ON LIABILITY IN THE AGREEMENT SHALL APPLY EVEN IF ANY REMEDY FAILS FOR ITS ESSENTIAL PURPOSE.

- 21.3 No Waiver. The Business Account agrees that if the Lead Agency does not exercise or enforce any legal right or remedy which is contained in the Agreement or under applicable law, this will not be taken to be deemed to be a waiver or modification of the Lead Agency's rights and remedies, and that those rights or remedies will still be available to the Lead Agency.
- 21.4 Governing Law and Forum. This Agreement and all provisions hereof shall be interpreted and enforced in accordance with, and governed by, the applicable law of the State of Washington and of the United States of America without regard to its conflict of laws provisions. The exclusive jurisdiction and venue for conducting any legal actions arising under this Agreement shall reside in either the Federal District Court or the State of Washington Superior Court, as applicable, that is located in the county in which the Lead Agency's primary administrative office is located. The Business Account hereby consents to personal jurisdiction and venue in said courts and waives any right which it might have to conduct legal actions involving the Agencies in other forums.
- 21.5 Attorneys' Fees and Costs. In the event of litigation between the parties related to this Agreement, the Court is authorized to award the substantially prevailing party its costs, fees and expenses including reasonable attorney fees to the extent authorized by the Court and permitted by applicable law.
- 21.6 Survival. Sections 4, 5, 10, 15 and 21 shall survive and remain effective notwithstanding any termination of this Agreement.
- 21.7 Use of ORCA name and logos. The Business Account understands and agrees that the "ORCA" name and logos are trademarked and that it will not copy or use them and any other trade names, trademarks, service marks, logos, domain names, and other distinctive features or intellectual property of the Agencies without written permission. The Agencies understand and agree the Business Account name and logo may be trademarked and that it will not copy or use them and any other trade names, trademarks, service marks, logos, domain names, and other distinctive features or intellectual property of the Business Account without written permission.

## **22.0 SUCCESSORS AND ASSIGNS**

This Agreement and all terms, provisions, conditions and covenants hereof shall be binding upon the parties hereto, and their respective successors and assigns; provided, however, no Party may assign or delegate the duties performed under this Agreement without the written agreement by the Lead Agency, the Business Account and the assignee.

## **23.0 ENTIRE AGREEMENT AND WRITTEN AMENDMENTS**

This Agreement constitutes the entire agreement between the Business Account and the Lead Agency, on behalf of all Agencies, related to the Business Account's use of and access to ORCA Services (but excluding any services which Lead Agency may provide under a separate written agreement), and

completely replaces and supersedes any prior oral or written representations or agreements in relation to fare media consignment and sales or to ORCA Services. No oral agreements or modifications will be binding on the parties and any changes shall be effective only upon a written amendment being signed by the parties.

**24.0 SEVERABILITY**

In the event any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable or invalid, then the meaning of that provision shall be construed, to the extent feasible, to render the provision enforceable, and if no feasible interpretation would save such provision, it shall be severed from the remainder of the Agreement which shall remain in full force and effect unless the provisions that are invalid and unenforceable substantially impair the value of the entire Agreement to any party.

**25.0 AUTHORITY TO EXECUTE**

Each party to this Agreement represents and warrants that: (i) it has the legal power and authority to execute and perform this Agreement and to grant the rights and assume its obligations herein; and (ii) the person(s) executing this Agreement below on the party's behalf is/are duly authorized to do so, and that the signatures of such person(s) is/are legally sufficient to bind the party hereunder.

**26.0 COUNTERPARTS**

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

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement as of the Effective Date.

<b>BUSINESS ACCOUNT</b>	<b>LEAD TRANSPORTATION AGENCY</b>
City of Renton	King County Metro
BY:	BY:
Name: Armondo Pavone	Name: Ina Percival
Title: Mayor	Title: Supervisor, Market & Business Development
Date:	Date:

**ATTACHMENT 1**

**ORCA BUSINESS PASSPORT - PRODUCTS, PRICING AND TERMS**

Business Account: City of Renton  
 Business Account Federal Tax ID #: 91-6001271  
 ORCA Business Account ID#: 2480  
 Agreement Type: Area-Based Passport Contract  
 Program Term: 3/1/2024 - 3/1/2025

**Business Passport Flat Rate Products**

- Valid for full and unlimited rides on:
  - **Bus:** Community Transit, Everett Transit, King County Metro, Kitsap Transit, Pierce Transit and Sound Transit
  - **Ferry:** King County Water Taxi, Kitsap Local Ferries and Fast Ferries
  - **Monorail**
  - **Seattle Streetcar**
  - **Rail:** Sound Transit Link light rail and Sound Transit Sounder (including Rail Plus partnership with Amtrak Cascades)
  - **ParaTransit Transportation:** King County Metro Access, Kitsap Transit Access, and Pierce Transit SHUTTLE
- **Vanpool:** 100% fare subsidy on Community Transit, King County Metro, Kitsap Transit, and Pierce Transit vanpool vans
- **Vanshare:** 100% subsidy on Community Transit, King County Metro, Kitsap Transit and Pierce Transit vanshare vans
- **Guaranteed Ride Home:** For details, see Attachment 6 Emergency Guaranteed Ride Home.

Passport Zone and Worksite Location				Employees	Annual Rate per Employee	Cost
King County Suburbs – 1055 S Grady Way, Renton, WA				348	\$300.24	\$ 113,190.48
New Card(s)	0	X	\$ 3.00			\$ 0.00
<b>Subtotal</b>						\$ 113,190.48
<b>Total</b>						<b>\$ 113,190.48</b>

**Card Logo Permission**

The Business Account hereby grants permission for the Agencies to print the Business Account's name and logo on the Business Account's ORCA Business Cards and no further permission is required.

**Business Passport Flat Rate Payment Terms**

- Net 60 days

**Additional Information**

Additional Card Orders

During the agreement term additional cards can be ordered at the standard card fee only.

Amount of Eligible Participant contribution

*(Note: employees may contribute up to 50% of the Annual Rate per Employee)*

King County Suburbs – = 0%  
1055 S Grady Way, Renton, WA

**Business Choice Products**

Choice Products purchased by the Business Account will be prepaid by invoice, credit card or ACH, at prevailing retail rates.

**ATTACHMENT 2**

**DESIGNATED REPRESENTATIVES**

	<b>BUSINESS ACCOUNT - Primary</b>	<b>LEAD AGENCY - Primary</b>
Name	John Hasty	Kay Mennie
Title	Transportation Planner	Customer Relationship Manager
Address	1055 S Grady Way Renton, WA 98057-3232	201 S Jackson St Seattle, WA 98104
Telephone	(253) 988-5817	(206) 47-4883
E-Mail	choclab@rocketmail.com	kay.mennie@kingcounty.gov
	<b>BUSINESS ACCOUNT - Secondary</b>	<b>LEAD AGENCY - Secondary</b>
Name	Ellen Talbo	
Title	Transportation Planning Manager	
Address	1055 S Grady Way Renton, WA 98057-3232	
Telephone	(425) 766-2233	
E-Mail	etalbo@rentonwa.gov	
	<b>BUSINESS ACCOUNT - Billing</b>	
Name	Kelsey Marshall	
Title	Administrative Secretary	
Address	1055 S Grady Way Renton, WA 98057-3232	
Telephone	425-430-7380	
E-Mail	kmarshall@rentonwa.gov	

**ATTACHMENT 3**

**ELIGIBLE CARDHOLDERS**

**Definition and Number of Eligible Cardholders**

Eligible Participant - Businesses must, at a minimum, cover all benefits-eligible employees except those who work 100% remote. Additional participants can be included.

<b>Definition of Eligible Participants</b>	All benefit-eligible employees
<b>Number of Eligible Participants</b>	348

**ATTACHMENT 4**

**SAMPLE - ORCA BUSINESS CARDHOLDER RULES OF USE**

(Business account can customize content for means of communicating with employees)

As a Business Account Cardholder, I agree to the following:

1. I understand that the ORCA Business Card is owned by the organization that provided it to me and it has been provided to me for my personal use only. I agree that I will not sell or transfer my assigned ORCA Card to another person. If I violate these terms of use, my ORCA Card may be blocked from further use.
2. I will keep my assigned ORCA Business Card secure and in good condition, and I will immediately report a lost, stolen, or damaged ORCA Business Card to my company's Transportation Coordinator. I understand an ORCA Business Card will be replaced at the fee charged by my company.
3. I will return my assigned ORCA Business Card upon request or when I leave my employment or otherwise do not meet the eligibility requirements of my company. If I do not return my ORCA Business Card, I understand that it may be locked for further use.
4. I understand that my ORCA Business Card is valid for the following provided by the listed transportation Agencies.
  - a. 100% of fares on regularly scheduled transportation service on Community Transit, Everett Transit, King County Metro, King County Water Taxi, Kitsap Transit and Kitsap Ferries, Monorail, Pierce Transit, Sound Transit, and Seattle Streetcar.
  - b. 100% of vanpool and vanshare fares on vanpool services provided by Community Transit, Kitsap Transit, King County Metro, and Pierce Transit.
5. I understand and will comply with policies of my employer or other institution that provided my ORCA Business Card.
6. I understand that the ORCA Business Card is valid for fare payment only on transportation services specified in Section 4 and I am responsible for paying any additional fares required for services not covered, or not fully covered, by my assigned ORCA Business Card.
7. I understand that any additional ORCA Products I load onto my assigned ORCA Card will become the property of the company that owns my ORCA Business Card and the refund, if any, of such products will be made by the company according to its refund policy.
8. I understand in the event any ORCA Products I load onto my assigned ORCA Card must be replaced; I am responsible for any fares required during the replacement period.
9. I understand the ORCA system will record data each time I use my assigned ORCA Business Card. Data will include the date, time and location of the card when it is presented. I understand this data is owned by the transit Agencies and is accessible to the company that owns my ORCA Business Card.
10. I understand that the ORCA Card must be "tapped" on a card reader to show proof of fare payment or issuance of a valid fare. Merely showing the ORCA Card on a bus, train, ferry or light rail vehicle does not constitute proof of fare payment or issuance of a valid fare. I will be

subject to a fine if the ORCA Card is not "tapped," and I understand I will be personally responsible for any fines that may be imposed.

11. I understand that for the correct fare to be recorded, I must "tap" off on a card reader when exiting some transit systems. For example, I must "tap" off when exiting from a Sounder train or Link light rail.



**ATTACHMENT 5**

**ORCA BUSINESS ACCOUNT SECURITY STANDARDS**

**1.0 Application Security**

- 1.1 At the time the Business Account enters into the ORCA program a unique password will be used by each Business Account authorized to enable access to myORCA.com.
- 1.2 The Business Account shall use a strong password that meets the following criteria:
  - a. Length - At least eight (8) characters in length or the maximum length permitted by the ORCA system, whichever is shorter.
  - b. Elements - Contains one each of at least one character from each of the following four (4) groups:
    - 1. English upper case letters (A, B, C...)
    - 2. English lower case letters (a, b, c...)
    - 3. Westernized Arabic numbers: 0, 1, 2...9
    - 4. Special characters: #%&\$!\*@^()[]{}<>\"/?/'"+=.,
- 1.3 The Business Account shall restrict access to the myORCA.com website by providing its user id and password to only the employee(s) who have a business "need to know" and who are authorized by the Business Account as "system user(s)". If the password is updated for reasons listed in (a) or (b), then the security questions for that same account shall be updated as well.
- 1.4 Access to the myORCA.com website is restricted to the purpose of authorized administrative support for the ORCA Business Account program
- 1.5 The Business Account's password shall be changed at least quarterly but also immediately upon (a) a system user leaving the Business Account's employment or otherwise losing his/her status as an authorized user; and (b) the Business Account learning that the password has been obtained by unauthorized persons or entities.
- 1.6 The Business Account's Primary Contact will review security policies and guidelines with system users at least quarterly.

**2.0 Physical Security**

- 2.1 The Business Account shall require system users, when not at their workstations, to log off the myORCA.com website, or lock their screen using a password protected screen-saver in order to prevent unauthorized access.
- 2.2 ORCA card stock shall be kept in a secure/locked location with access limited to those administering the program.
- 2.3 The Business Account shall require its employees to keep printed reports containing account information in a secure location.

**3.0 Incident Management**

- 3.1 The Business Account shall report any security incident or suspected incident immediately to the Lead Agency. Examples of possible security incidents would be: introduction of computer viruses, unauthorized transactions or blocked cards, or lost or stolen card stock.

**ATTACHMENT 6**

**GUARANTEED RIDE HOME PROGRAM**

**1.0 PURPOSE**

The purpose of this agreement is to define responsibilities of the Agency and the Business Account under the Guaranteed Ride Home program (hereinafter, "GRH.") GRH guarantees payment for fees incurred by eligible employees who meet the eligible criteria, as set forth below, and have taken rides taken in accordance with the terms set forth below.

This Agreement sets forth all the rights and duties of the parties with respect to the subject matter thereof, and replaces any and all previous agreements or understandings, whether written or oral, relating thereto.

**2.0 DEFINITIONS**

**2.1 Eligible Employees**

Eligible Employees are individuals included in the Eligible Participant definition on Attachment 3 who traveled to work using an approved commute option on the day they wish to use GRH.

**2.2 Program Coordinator**

The Program Coordinator is the Business Account's designated staff person(s) or office responsible for administering GRH for each shift.

**2.3 Approved Commute Options**

Eligible Employees must have commuted from their principal residence, transit center, or park & ride lot to the Business Account's worksite by one of the following Approved Commute Options: bus, train, carpool, vanpool, walk-on or bicycle-on ferry, bicycle, walk or other non-drive alone commute option.

**2.4 Eligible Reasons**

Eligible Reasons for using GRH are:

- a. Eligible Employee's or family member's unexpected illness or emergency.
- b. Unexpected schedule change such that the normal commute mode is not available for the return commute to the starting place of their commute. Unexpected means the employee learns of the schedule change that day.
- c. Missing the employee's normal return commute to the starting place of their commute for reasons, other than weather or acts of nature, which are beyond the employee's control and of which they had no prior knowledge. For example, the employee's carpool driver left work or worked late unexpectedly.

**2.5 Non-Eligible Reasons**

Non-Eligible Reasons for which GRH may not be used include, but are not limited to:

- a. Pre-scheduled medical or other appointments.
- b. To transport individuals who have incurred injury or illness related to their occupation. A

GRH ride should NEVER be used where an ambulance is appropriate, nor should a GRH ride replace Business Account's legal responsibility under workers' compensation laws and regulations.

- c. Employee termination or reductions in force.
- d. Other situations where, in the opinion of the Business Account's Program Coordinator, alternate transportation could have been arranged ahead of time.
- e. Non-emergency side trips.
- f. Inclement weather.
- g. The individual has already met their trip limits for the year.
- h. To take ferry commuters any farther than the ferry dock.

## 2.6 Eligible Destinations

Eligible Destinations for a ride under GRH from the Business Account's work site are to:

- a. Eligible Employee's principal place of residence.
- b. Eligible Employee's personal vehicle, e.g. vehicle located at a transit center or park & ride lot.
- c. Eligible Employee's usual commute ferry terminal on the east side of Puget Sound.
- d. To a medical provider in an unexpected situation.
- e. To an intermediate stop if it meets the criteria set forth below.

## 2.7 Intermediate Stops

An Intermediate Stop is a stop from the work site at an intermediate location before going on to an Eligible Destination that is directly related to an emergency (i.e. pick up a necessary prescription at a pharmacy; pick up a sick child at school), is requested in advance by the Eligible Employee and is authorized in advance by the Business Account's Program Coordinator.

## 3.0 BUSINESS ACCOUNT RESPONSIBILITIES

### 3.1 Program Coordinator

Business Account shall designate as many Program Coordinators as necessary to administer and perform the necessary GRH program tasks as set forth in this Attachment.

### 3.2 Number of GRH Rides per Eligible Employee

Business Account shall ensure that each Eligible Employee does not exceed eight (8) GRH rides per twelve (12) month period. There is a 60 mile trip limitation one way (employee will pay the remainder of the fare beyond 60 miles). King County shall not pay any taxi driver gratuity. Taxi driver gratuity will be at the sole discretion of Business Account or the Eligible Employee taking the GRH ride.

### 3.3 Access to Service

Business Account shall make information about how to access GRH rides available to all Eligible Employees.

## 4.0 GRH PROGRAM TASKS

### 4.1 Process

To access GRH rides, Eligible Employees shall contact the Program Coordinator. The Program Coordinator shall call an answering service provider directly, contracted by King County. The phone number is 425-450-4555. Program Coordinator shall screen and obtain the following information from the Eligible Employee and provide the information to the answering service provider as part of arranging the taxi ride for the Eligible Employee.

1. Verify the Eligible Employee has commuted to the worksite by an eligible mode.
2. Verify the Eligible Employee has an Eligible Reason and Eligible Destination for a GRH ride.

#### 4.2 Reporting

1. Once an Eligible Employee takes the emergency taxi ride, obtain from the Eligible Employee a completed receipt of the taxi trip.
2. Business Account's Program Coordinator shall forward copies of such receipts to King County at the end of each month for record keeping and accounting purposes.

### 5.0 AGENCY RESPONSIBILITIES

5.1 Agency shall provide Business Account Program Coordinator with procedures, guidelines and all documents needed to facilitate the program. Agencies will conduct evaluations of program's effectiveness.

#### 5.2 Indemnification

Business Account agrees the Agency is not responsible for providing transportation services under the GRH program. Business Account further agrees that the Agency makes no guarantee or warranty as to the availability, quality or reliability of transportation service, and that the Agency's sole obligation under the program is to make payment of the transportation provider for trips actually taken in accordance with the terms of this Agreement. Business Account agrees it shall make no claims of any kind or bring any suits of any kind against the Agency for damages or injuries of any kind arising out of or in any way related to the GRH program. Without limiting the foregoing and by way of example only, the Business Account agrees that the Agency shall not be liable for any injuries or damages caused by negligence or intentional acts occurring before, during or after a ride or for any injuries or damages caused by failure of a transportation company to provide a ride due to negligence, intentional acts or causes beyond their control, including but not limited to incidence of fire, flood, snow, earthquake or other acts of nature, riots, insurrection, accident, order of any court or civil authority, and strikes or other labor actions.

#### 5.3 Payment of Authorized GRH

King County shall pay the metered fare amount of a Business Account's Program Coordinator-authorized GRH ride, as defined in the DEFINITIONS section above. Business Account's payment for GRH services is accounted for in the base price of the ORCA Passport Agreement, as indicated in Attachment 1.

#### 5.4 Reporting

The Agency shall keep a complete record of all authorized GRH ride requests and provide a copy of this record to Business Account's designated Program Coordinator if requested.

#### 5.5 Program Abuse

The Agency reserves the right to investigate and recover costs from and/or disqualify the Business Account for intentional abuse of the GRH program by Eligible Employees. Program

abuse is defined as, but not limited to, taking more than the maximum rides per agreement period, taking trips for inappropriate reasons, unauthorized destinations and Intermediate Stops, and pre-scheduled appointments not defined in the DEFINITIONS section above. The Agency shall also have the right to recover costs from and/or disqualify a Business Account who knowingly, willingly or intentionally violates the terms of this Agreement by authorizing ineligible or inappropriate trips or failing to fulfill their responsibilities as described in this Agreement.

5.6 Amendment and Termination

This Agreement and any of its terms or provisions may be amended by written agreement of the parties. All amendments to this Agreement shall be in writing and signed by the persons authorized to bind the parties to this Agreement and as provided herein.

The Agreement may be terminated by either the Agency or the Business Account for convenience and without cause by giving written notice of such termination to the other party at least thirty (30) days prior to the effective date of such termination. This Agreement shall continue in force until terminated by either party or until the Business Account's ORCA Business Passport Agreement is terminated, whichever comes first.

The Agency shall have the right to terminate the Agreement immediately if the Business Account places the Agency or the public at undue risk as determined by Agencies, or if the Business Account's ORCA Business Passport Agreement is suspended or terminated.

# Item #2 - ORCA Business Passport Agreement

February 12, 2024  
Transportation Committee

# ORCA Business Passport Program - City of Renton

- ORCA Business Passport Program encourages participation in the transit and ridesharing aspects of the City's TDM program
- Participating employers have recognized ORCA Business Passport as an affective component of their recruitment and retention strategies
- Program offers unlimited rides on regional transit systems, subsidizes 100% of Vanpool fare, provides last/first mile connections between transit and work/home, Guaranteed Ride Home services for City of Renton employees
- The cost to the City for the current contract is \$113,190.48
- The City of Renton has participated since 2000. We currently have 329 ORCA Cards issued. Approximately 40 participants use the VanShare program to go between the Tukwila Sounder Station and City Shops/City Hall and 80 Participants use VanPool to commute between their home and the City Shops.



# Ongoing TDM Strategies

Other strategies in the City's TDM program include



- Employer subsidized ORCA passes
- Access to Vanpool vehicles and sharing
- Provide training and incentives to major employers
- Target and focus on areas that lack transit



Moving Forward with Changing Times:

- State is currently working with jurisdictions to implement changing aspects of CTR law
- Staff plans to survey employers to gauge commute patterns and preferences
- Staff is actively engaged with and coordinating with TDM partners to improve the CTR program for city employees
- Staff recommendation: Authorize the Mayor and City Clerk to execute the 2024-2025 ORCA Business Cards and Business Passports Agreement in an amount not to exceed \$113,190.48

# Staff Recommendation

- Authorize the Mayor and City Clerk to execute the 2024-2025 ORCA Business Cards and Business Passports Agreement in an amount not to exceed \$113,190.48 for 2024-2025.



City Council Regular Meeting - 05 Feb 2024

**SUBJECT/TITLE:** Full Weekend Closure – NE 44th Street between N 43rd St. and I-405  
**RECOMMENDED ACTION:** Refer to Transportation (Aviation) Committee  
**DEPARTMENT:** Public Works Transportation Systems Division  
**STAFF CONTACT:** Jim Seitz, Transportation Systems Director  
**EXT.:** 7245

**FISCAL IMPACT SUMMARY:**

There is no fiscal impact to the City by adopting the resolution.

**SUMMARY OF ACTION:**

The I-405, Renton to Bellevue Widening and Express Toll Lanes (ETL) Project is intended to increase the capacity of the I-405 freeway. The project also builds infrastructure for Sound Transit’s Stride Bus Rapid Transit system including a new inline transit station at Northeast 44th Street in Renton. Bus rapid transit, paired with the ETL system, will provide more reliable transportation options for people traveling along the Eastside of Lake Washington.

As part of this project, a full weekend closure of NE 44th Street between N 43rd Street and the Southbound I-405 off ramp is needed in 2024 to perform vital work for the project. This project needs to excavate and lower NE 44th Street to its final elevation west of I-405. The work completed during this full weekend closure will allow final grading operations along NE 44th Street between N 43rd Street and the Southbound I-405 off ramp to be completed in one weekend. The work to be completed during the full closure will be done in two phases. The first phase includes a shoefly detour of Seahawks Way, maintaining access to I-405 and NE 44th Street to the east. The second phase reopens Seahawks Way at its final elevation to lower the roadway between Seahawks Way and the Southbound I-405 off ramp. This full weekend closure decreases impacts to the traveling public by minimizing the duration to complete the work and maintaining the currently implemented traffic control at NE 44th Street. This is part of the overall project which increases current capacity on I-405 and improves safety of the traveling public. This full weekend closure is anticipated to occur between May 3, 2024 and August 26, 2024 with notifications provided to the public in accordance with the Public Outreach Plan in Exhibit A.

Work performed during this period includes the following:

1. **1. Removal of temporary barrier and HMA pavement.**
2. **2. Construction of Seahawks Way shoefly detour**
3. **3. Excavation of NE 44th Street to final elevation between N 43rd Street and the Southbound I-405 off ramp.**
4. **4. Placement of HMA base, temporary striping, and temporary barrier.**

This milestone will create the space needed to increase capacity and provide Express Toll Lane Infrastructure on I-405.

## ***AGENDA ITEM #3. a)***

WSDOT's public outreach plan is attached and includes one flier for businesses within proximity to the street closure along with the localized detour plan.

### **EXHIBITS:**

- A. Public Outreach Plan
- B. WSDOT Project Flier with Primary Detour Routes
- C. Traffic Control Plan
- D. Resolution

### **STAFF RECOMMENDATION:**

Adopt the resolution authorizing the full weekend closure to occur between May 3, 2024 and August 26, 2024 for the purpose of lowering NE 44th Street to final elevation west of I-405.

## I- 5 Renton to Bellevue Widening and Express Toll Lanes Project

2024 Closure of NE 44<sup>th</sup> Street between N 43<sup>rd</sup> Street and the SB I-405 off-ramp

**NE 44<sup>th</sup> Street:** One full weekend closure – occurring between May 3, 2024 and August 26, 2024

**Scope of work:** Closure of NE 44<sup>th</sup> Street for one full weekend to lower NE 44<sup>th</sup> Street between N 43<sup>rd</sup> Street and the Southbound I-405 off ramp to final elevation. Completing this work supports the construction of WSDOT Express Toll Lanes and Sound Transit Bus Rapid Transit systems.

### Outreach methods:

- 14-day advanced notification to businesses and residents via postcard to addresses outlined in the Figure 1 map to the right
- Flier provided to City of Renton for internal distribution
- Social media and WSDOT Blog posts notifying the public of the closure
  - Coordination with the City of Renton to share social media posts from the project
- Hotline and project inbox information provided on fliers, blogposts, and project website
- Message boards will be placed 5 days before the closure to notify the traveling public
- Emergency services briefing ahead of closure
- WSDOT availability for media



Figure 1: Outreach/postcard distribution area

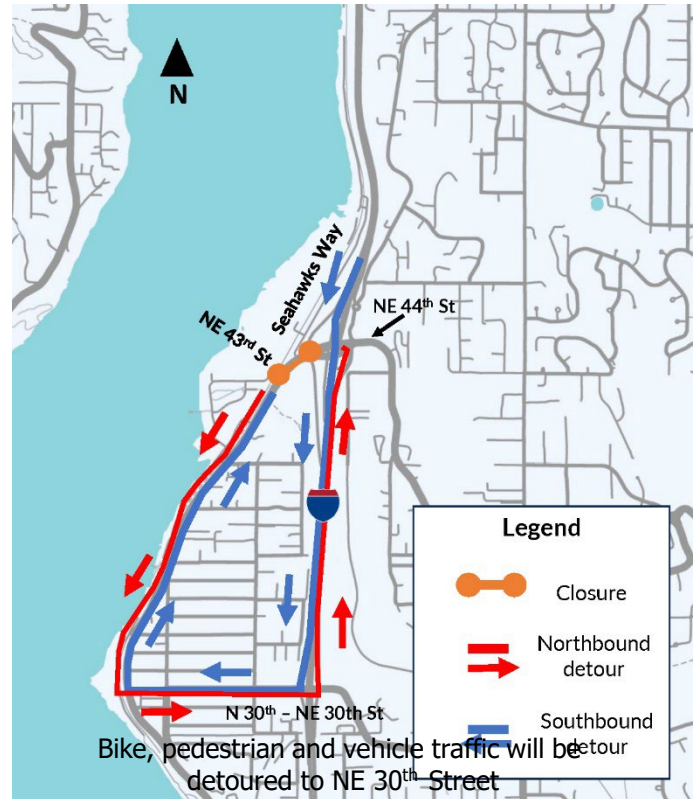
## I-405, Renton to Bellevue Widening and Express Toll Lanes Project

### Full Weekend Closure of NE 44<sup>th</sup> Street between N 43<sup>rd</sup> Street and the Southbound I-405 off ramp

#### Overview

Crews working for the Washington State Department of Transportation are fully closing NE 44<sup>th</sup> Street for one weekend for crews to lower the existing roadway to final grade. NE 44<sup>th</sup> Street will be closed between N 43<sup>rd</sup> Street and Seahawks Way during the first phase of the closure. NE 44<sup>th</sup> Street will be closed from Seahawks Way to the Southbound I-405 off ramp during the second phase of the closure. Detours will be provided for bicyclists, pedestrians, and for the traveling public, using the NE 30<sup>th</sup> Street on and off ramps and other City of Renton surface streets within this area. Residents along Ripley Lane and staff at the Virginia Mason Athletic Center will be able to exit Seahawks Way to the east during the first phase of the closure and to the west during the second phase.

This key milestone for the I-405, Renton to Bellevue Widening and Express Toll Lanes project is necessary to complete widening of the I-405 freeway.



Work during this closure period will include:

- Removal of temporary barrier and HMA pavement
- Construction of Seahawks Way shoefly detour
- Excavation of NE 44<sup>th</sup> Street to final elevation west of I-405
- Placement of HMA base course, temporary striping, and temporary barrier

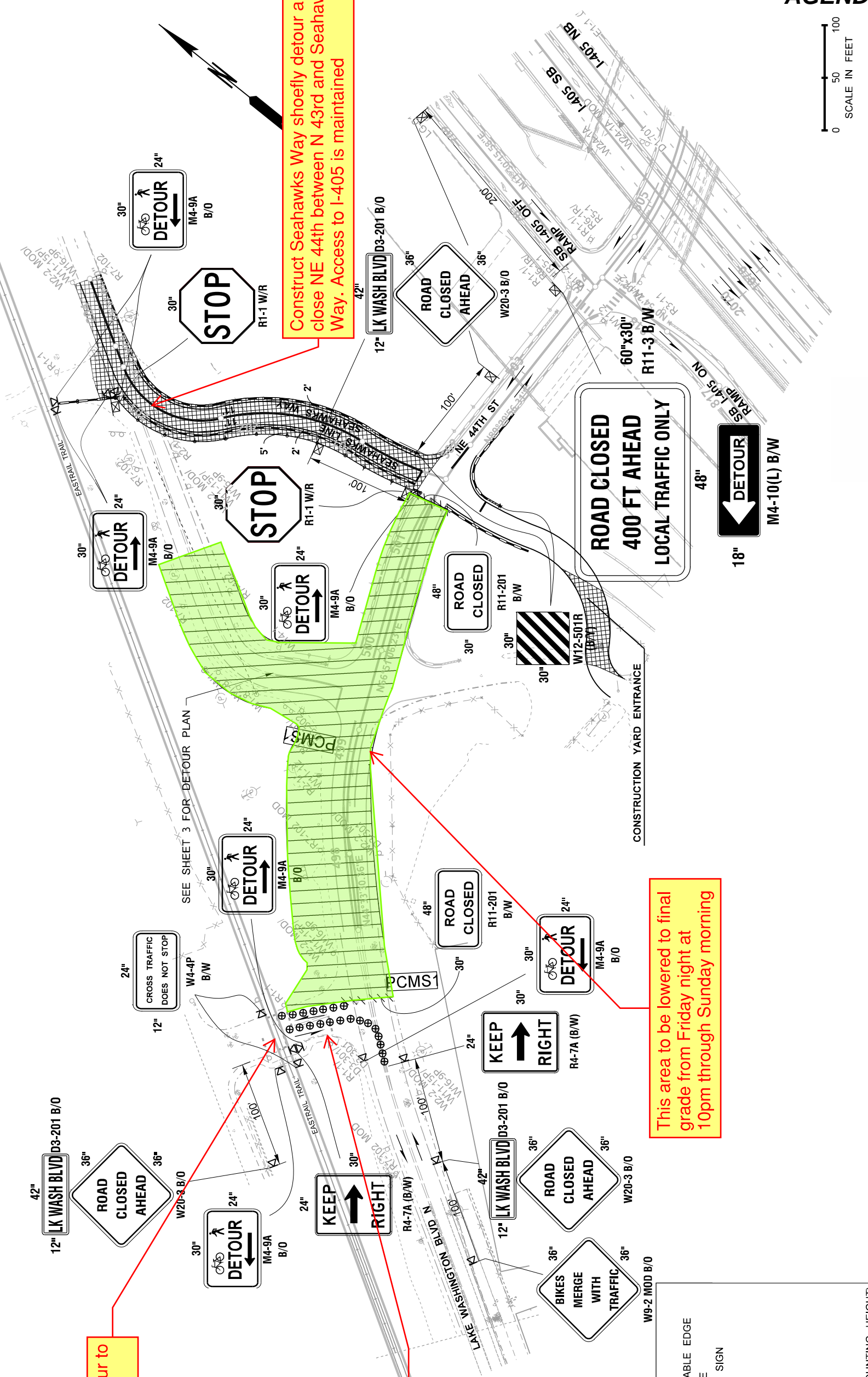
#### Lane and Ramp Closures

**Full weekend closure between May 3, 2024 through August 26, 2024 (advance notice provided)-Full closure of NE 44<sup>th</sup> Street between N 43<sup>rd</sup> Street and the Southbound I-405 off ramp**

**PHASE 1 of FULL WEEKEND CLOSURE**

**Allowable Full Local Road Closures**

Lake Washington Blvd N  
One full weekend closure from 10:00 PM Friday night to 5:00 AM Monday morning.



Ped/Cyclist detour to Easttrail Trail

Construct Seahawks Way shoefly detour and close NE 44th between N 43rd and Seahawks Way. Access to I-405 is maintained

Entry/Exit to N. 43rd to be maintained, detour to I-405 provided via Lake Washington Blvd. N to NE 30th Street

This area to be lowered to final grade from Friday night at 10pm through Sunday morning

PCMS1			
1	2		
LK WASH BLVD CLOSURE	FRI TO MONDAY	2.0 SEC	2.0 SEC
PRE-CLOSURE MESSAGE PLACE 3 DAYS PRIOR TO CLOSURE			

- LEGEND**
- PEDESTRIAN FENCE WITH DETECTABLE EDGE
  - PEDESTRIAN CHANNELIZING DEVICE
  - PORTABLE CHANGEABLE MESSAGE SIGN
  - TEMPORARY IMPACT ATTENUATOR
  - TEMPORARY CONCRETE BARRIER
  - TEMPORARY PAVEMENT
  - TYPE 3 BARRICADE
  - TEMPORARY SIGN LOCATION (1' MOUNTING HEIGHT) (TRIPOD)
  - OR TRAFFIC SAFETY DRUM
  - WORK AREA
  - TEMPORARY SIGN LOCATION (5' MOUNTING HEIGHT) (SPRING LOADED)

FILE NAME	\$\$\$\$\$\$DESIGNFILENAME\$\$\$\$\$\$
TIME	STIMES
DATE	\$\$\$\$DATE\$\$\$\$
PLOTTED BY	\$\$USERNAME\$\$
DESIGNED BY	S. EAGAN
ENTERED BY	S. EAGAN
CHECKED BY	K. ANANTUNI
PROJ. ENGR.	J. LEFOTU
REGIONAL ADM.	K. HENRY
DATE	01/05/24
BY	KA
CONTRACT NO.	C9242
JOB NUMBER	XL5467
REGION NO.	10
STATE	WASH
FED.AID PROJ.NO.	
LOCATIONEN NO.	



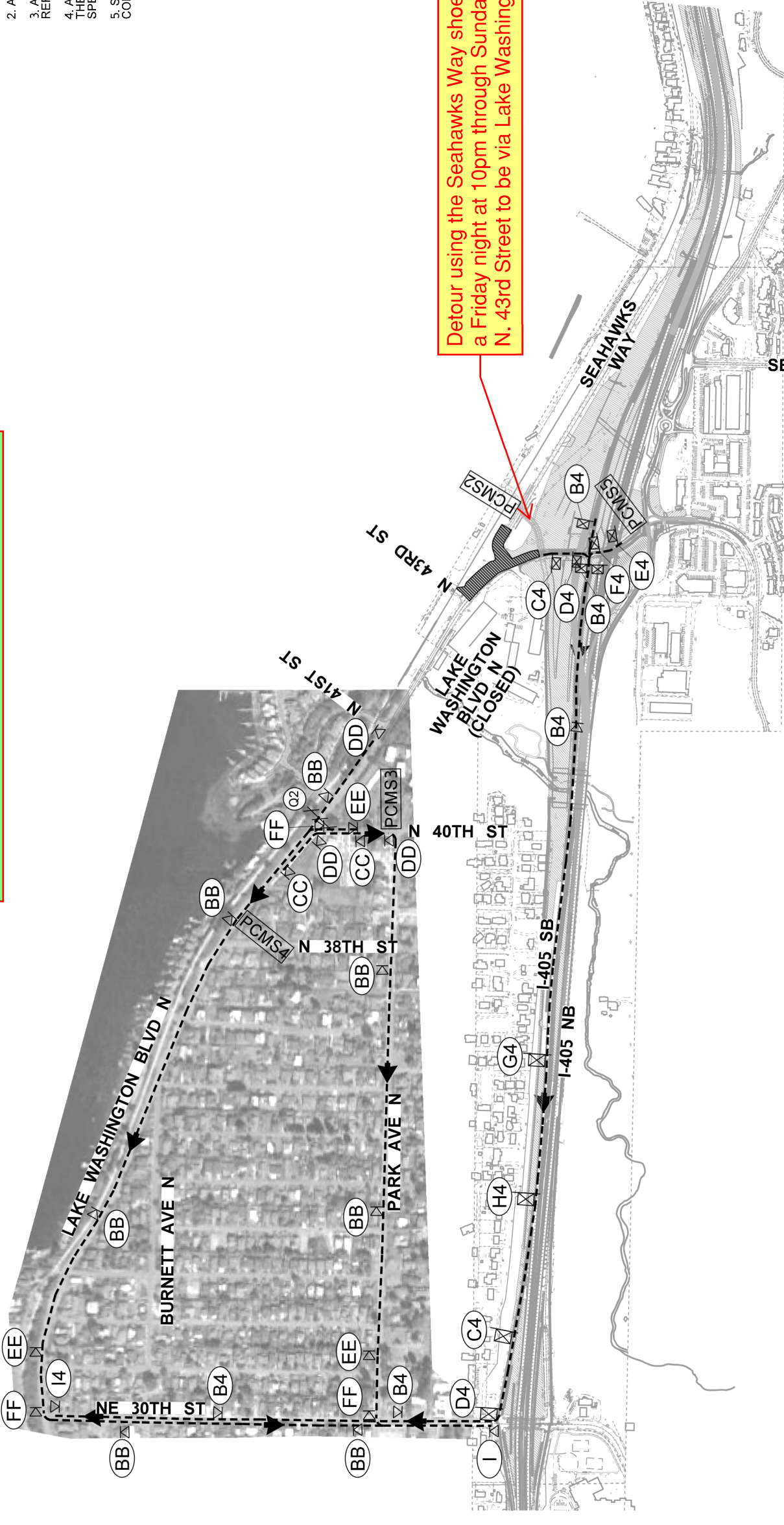
Washington State Department of Transportation  
**FLATIRON LANE**  
**PARSONS**

I-405; RENTON TO BELLEVUE WIDENING AND EXPRESS TOLL LANES PROJECT  
 TRAFFIC CONTROL PLAN  
 FULL WEEKEND CLOSURE  
 LAKE WASH BLVD N CLOSURE

**AGENDA ITEM #3. a)**  
 PLAN REF NO. TC-61  
 SHEET 1 OF 4  
 SHEETS 4

**PHASE 1 FULL WEEKEND CLOSURE DETOUR**

- NOTES:
- SIGN LOCATIONS MAY BE ADJUSTED ACCORDING TO SITE CONDITIONS.
  - ALL SIGNS ARE 48" X 48" UNLESS SPECIFIED OTHERWISE.
  - ALL WARNINGS (WARNING) SIGNS SHALL HAVE AN ORANGE REFLECTIVE BACKGROUND UNLESS OTHERWISE NOTED.
  - ALL SIGNS SHALL BE FABRICATED IN ACCORDANCE WITH THE SIGN FABRICATION MANUAL M55-05 AND STANDARD SPECIFICATION 9-35.2
  - SEE SITE SPECIFIC PLAN FOR ADDITIONAL TRAFFIC CONTROL FEATURES.

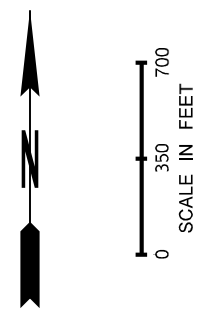


Detour using the Seahawks Way shoefly to be in place beginning on a Friday night at 10pm through Sunday morning. I-405 access from N. 43rd Street to be via Lake Washington Blvd. N. to NE 30th Street

PCMS#	1	2	PCMS#	1	2	PCMS#	1	2	PCMS#	1	2
PCMS2	LK WASH BLVD CLOSED	AHEAD FOLLOW DETOUR	2.0 SEC	2.0 SEC	PLACE ON RIGHT SHOULDER OF SEAHAWKS WAY IN ADVANCE OF N 44TH ST FACING NORTH	PCMS3	LK WASH BLVD CLOSED	AHEAD FOLLOW DETOUR	2.0 SEC	2.0 SEC	PLACE AT NORTHWEST CORNER OF PARK AVE N AND N 40TH ST FACING EAST
PCMS4	LK WASH BLVD CLOSED	AHEAD FOLLOW DETOUR	2.0 SEC	2.0 SEC	PLACE AT NORTHEAST CORNER OF LAKE WASHINGTON BLVD N AND N 38TH ST FACING SOUTH	PCMS5	LK WASH BLVD CLOSED	AHEAD FOLLOW DETOUR	2.0 SEC	2.0 SEC	PLACE AT NORTHWEST CORNER OF LAKE WASH BLVD SE AND NE 44TH ST FACING EAST

**LEGEND**

- TEMPORARY SIGN LOCATION (5' MOUNTING HEIGHT) (SPRING LOADED)
- TYPE 3 BARRICADE
- CLOSED
- DETOUR ROUTE
- TEMPORARY SIGN LOCATION (1' MOUNTING HEIGHT)
- SIGN REFERENCE
- PORTABLE CHANGEABLE MESSAGE SIGN



FILE NAME: c:\pw\_working\wastate\parsons\_p003485fdms759931TC-612\_Detour\_N 44th St.dgn  
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 DATE: 12/27/2023  
 PLOTTED BY: p003485F  
 DESIGNED BY: S. EAGAN  
 ENTERED BY: S. EAGAN  
 CHECKED BY: K. ANANTUNI  
 PROJ. ENGR.: J. LEFOTU  
 REGIONAL ADM.: K. HENRY

REGION NO. 10  
 STATE WASH  
 JOB NUMBER XL5467  
 CONTRACT NO. C9242  
 DATE 01/05/23  
 BY KA

REVISION

FED.AID PROJ.NO.

Washington State Department of Transportation  
**FLATIRON LANE**  
**PARSONS**

I-405; RENTON TO BELLEVUE WIDENING AND EXPRESS TOLL LANES PROJECT

TRAFFIC CONTROL PLAN  
 DETOUR PLAN  
 LAKE WASH BLVD N CLOSURE

PLAN REF NO. TC-611  
 SHEET 2 OF 4  
 SHEETS 4

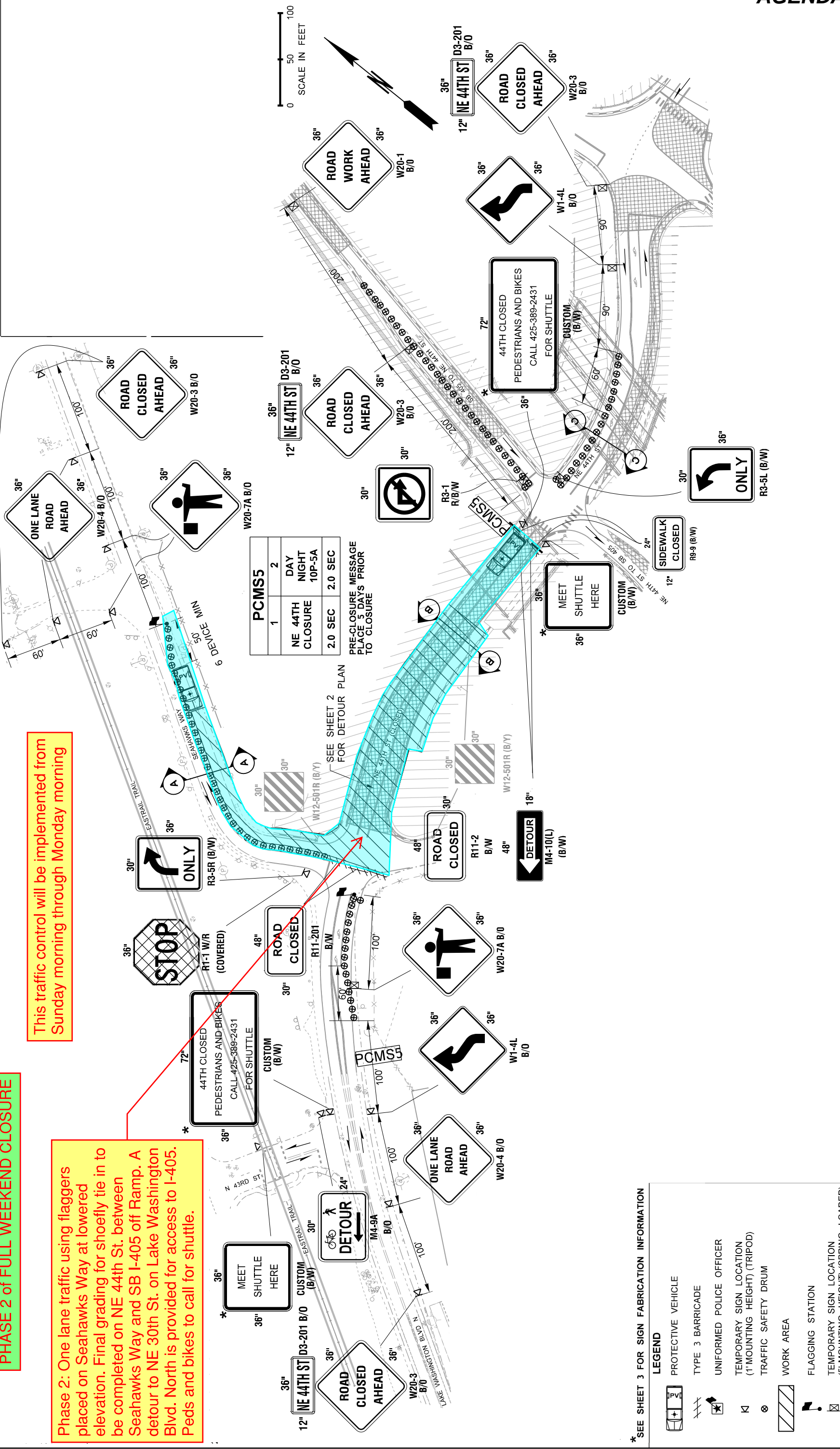
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 P.E. STAMP BOX



**PHASE 2 of FULL WEEKEND CLOSURE**

Phase 2: One lane traffic using flaggers placed on Seahawks Way at lowered elevation. Final grading for shoefly tie in to Seahawks Way and SB I-405 off Ramp. A detour to NE 30th St. on Lake Washington Blvd. North is provided for access to I-405. Peds and bikes to call for shuttle.

This traffic control will be implemented from Sunday morning through Monday morning



PCMS5	
1	2
NE 44TH CLOSURE	DAY NIGHT 10P-5A
2.0 SEC	2.0 SEC

PRE-CLOSURE MESSAGE PLACE 3 DAYS PRIOR TO CLOSURE

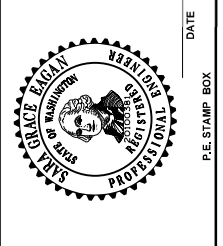
**\* SEE SHEET 3 FOR SIGN FABRICATION INFORMATION**

LEGEND	
	PROTECTIVE VEHICLE
	TYPE 3 BARRICADE
	UNIFORMED POLICE OFFICER
	TEMPORARY SIGN LOCATION (1' MOUNTING HEIGHT) (TRIPOD)
	TRAFFIC SAFETY DRUM
	WORK AREA
	FLAGGING STATION
	TEMPORARY SIGN LOCATION (5' MOUNTING HEIGHT) (SPRING LOADED)

FILE NAME	\$\$\$\$\$\$DESIGNFILENAME\$\$\$\$\$\$
TIME	\$TIMES
DATE	\$\$\$\$DATE\$\$\$\$
PLOTTED BY	\$\$USERNAME\$\$
DESIGNED BY	S. EAGAN
ENTERED BY	S. EAGAN
CHECKED BY	K. ANANTUNI
PROJ. ENGR.	J. LEFOTU
REGIONAL ADM.	K. HENRY
REVISION	REV 0 - RELEASED FOR CONSTRUCTION
DATE	12/11/23
BY	KA
CONTRACT NO.	C9242
JOB NUMBER	XL5467
REGION NO.	10
STATE	WASH
FED.AID PROJ.NO.	

P.E. STAMP BOX

DATE



Washington State Department of Transportation

**FLATIRON LANE**

**PARSONS**

I-405; RENTON TO BELLEVUE WIDENING AND EXPRESS TOLL LANES PROJECT

TRAFFIC CONTROL PLAN

NIGHT CLOSURE TRAFFIC CONTROL PLAN

NE 44TH ST CLOSURE

**PHASE 2 FULL WEEKEND CLOSURE DETOUR**

- NOTES:
1. SIGN LOCATIONS MAY BE ADJUSTED ACCORDING TO SITE CONDITIONS.
  2. ALL SIGNS ARE 48" X 48" UNLESS SPECIFIED OTHERWISE.
  3. ALL W-SERIES (WARNING) SIGNS SHALL HAVE AN ORANGE REFLECTIVE BACKGROUND UNLESS OTHERWISE NOTED.
  4. ALL SIGNS SHALL BE FABRICATED IN ACCORDANCE WITH THE SIGN FABRICATION MANUAL M55-05 AND STANDARD SPECIFICATION 9-35.2
  5. SEE SITE SPECIFIC PLAN FOR ADDITIONAL TRAFFIC CONTROL FEATURES.

Detour to be in place from Sunday morning through Monday morning at 5am. The Southbound I-405 off ramp to NE 44th will be closed. A detour is provided to NE 30th St. for travelers exiting Southbound I-405. Access to I-405 from Seahawks Way and N 43rd St. via Lake Washington Blvd. N. and NE 30th St.



**LEGEND**

	TEMPORARY SIGN LOCATION (5' MOUNTING HEIGHT) (SPRING LOADED)
	TYPE 3 BARRICADE
	CLOSED
	DETOUR ROUTE
	TEMPORARY SIGN LOCATION (1' MOUNTING HEIGHT)
	SIGN REFERENCE
	PORTABLE CHANGEABLE MESSAGE SIGN

PCMS1	PCMS2	PCMS3	PCMS4
1 NE 44TH CLOSED AHEAD	1 NE 44TH CLOSED AHEAD	1 NE 44TH CLOSED AHEAD	1 NE 44TH CLOSED AHEAD
2 FOLLOW DETOUR	2 FOLLOW DETOUR FOR 405	2 FOLLOW DETOUR	2 FOLLOW DETOUR
2.0 SEC	2.0 SEC	2.0 SEC	2.0 SEC
PLACE AT NORTHWEST CORNER OF LAKE WASH BLVD SE AND NE 44TH ST FACING EAST	PLACE ON RIGHT SHOULDER OF LAKE SEAHAWKS WAY IN ADVANCE OF N 44TH ST FACING NORTH	PLACE AT NORTHWEST CORNER OF PARK AVE N AND N 40TH ST FACING EAST	PLACE AT NORTHEAST CORNER OF LAKE WASHINGTON BLVD N AND N 38TH ST FACING SOUTH

FILE NAME	\$\$\$\$\$DESIGNFILENAME\$\$\$\$\$	REGION	STATE	FED.AID PROJ.NO.
TIME	\$\$\$\$TIMES	NO.	NO.	
DATE	\$\$\$\$DATE\$\$\$	10	WASH	
PLOTTED BY	\$\$USERNAME\$\$	JOB NUMBER	CONTRACT NO.	LOCATION NO.
DESIGNED BY	S. EAGAN	XL5467	C9242	
ENTERED BY	S. EAGAN	DATE	BY	
CHECKED BY	K. ANANTUNI	12/11/23	KA	
PROJ. ENGR.	J. LEFOTU	REV 0 - RELEASED FOR CONSTRUCTION	REVISION	
REGIONAL ADM.	K. HENRY			

Washington State Department of Transportation	Washington State Department of Transportation
FLATIRON LANE	FLATIRON LANE
PARSONS	PARSONS

I-405; RENTON TO BELLEVUE WIDENING AND EXPRESS TOLL LANES PROJECT	TRAFFIC CONTROL PLAN
	DETOUR PLAN
	NE 44TH ST CLOSURE

PLAN REF NO.	TC-60
SHEET	2
OF	3
SHEETS	

CITY OF RENTON, WASHINGTON

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE CITY OF RENTON, WASHINGTON, AUTHORIZING TEMPORARY FULL STREET CLOSURE OF NE 44<sup>TH</sup> STREET BETWEEN N. 43<sup>RD</sup> STREET AND I-405 SOUTHBOUND OFF RAMP**

**WHEREAS**, the Washington State Department of Transportation (WSDOT) is constructing the I-405, Renton to Bellevue Widening and Express Toll Lanes (ETL) project; and

**WHEREAS**, this construction activity will require a temporary street closures of NE 44<sup>th</sup> Street between N. 43<sup>rd</sup> Street and the I-405 southbound off ramp; and

**WHEREAS**, pursuant to the City Code section 9-9-3, such street closures require City Council authorization by means of a resolution;

**NOW, THEREFORE**, THE CITY COUNCIL OF THE CITY OF RENTON, WASHINGTON, DO RESOLVE AS FOLLOWS:

**SECTION I.** The City Council does hereby authorize the temporary closure of NE 44<sup>th</sup> Street between N. 43<sup>rd</sup> Street and the I-405 southbound off ramp for one weekend from Friday evening to Monday morning during the period beginning Friday, May 3, 2024 through Monday, August 26, 2024 for the purpose of decreasing impacts to the traveling public by minimizing the duration to complete the work.

**SECTION II.** Notice of the closure shall be posted and published as required by RMC 9-9-2 and RMC 9-9-3.

PASSED BY THE CITY COUNCIL the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

RESOLUTION NO. \_\_\_\_\_

\_\_\_\_\_  
Jason A. Seth, City Clerk

APPROVED BY THE MAYOR this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Armondo Pavone, Mayor

Approved as to form:

\_\_\_\_\_  
Shane Moloney, City Attorney

RES- PW:24RES001:1/8/24

# I-405, Renton to Bellevue Widening and Express Toll Lanes Project

**One Full Weekend Closure – NE 44th Street  
between North 43rd Street and the  
Southbound I-405 Off Ramp between May 1,  
2024 and August 30, 2024**

February 2024

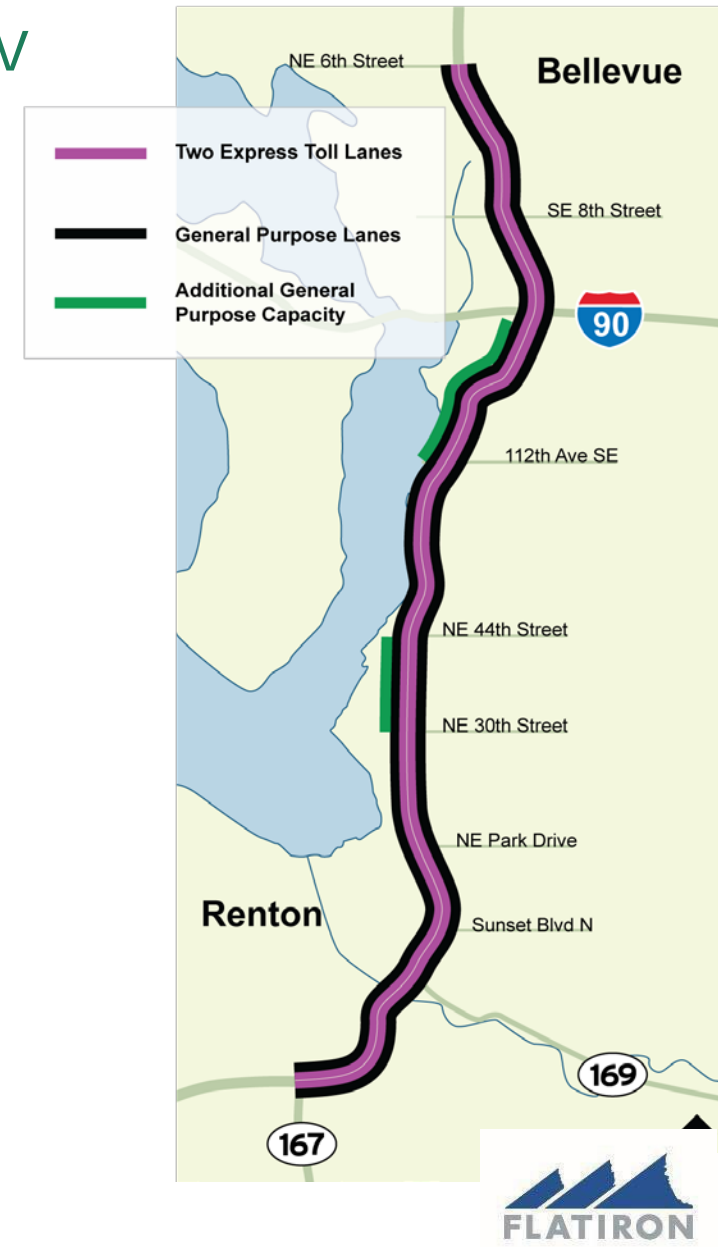
# Renton to Bellevue Project Overview

## Major multimodal project elements

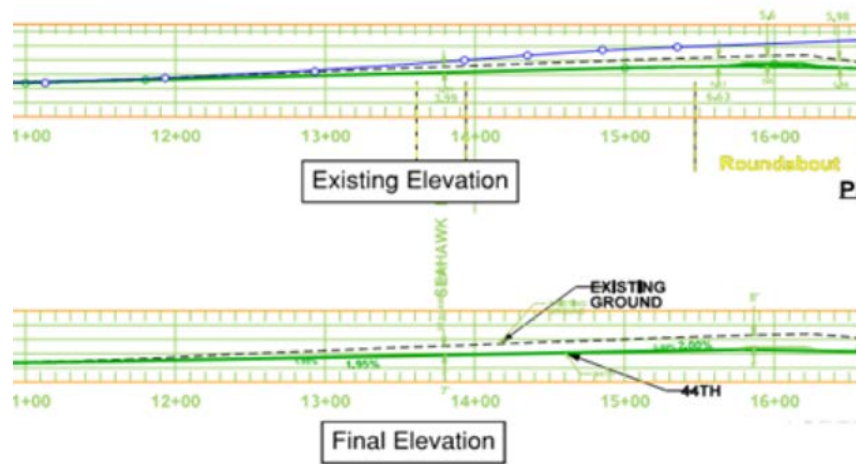
- New capacity and interchange improvements
- Dual express toll lane system
  - Northeast 44th Street in Renton
  - 112th Avenue Southeast
- Main Street Bridge replacement
- Bus Rapid Transit infrastructure (with Sound Transit)
- Eastrail segments (with King County)
- Coordination with Mountains to Sound Greenway trail

## Status:

- Construction work along the corridor on-going



# Scope Overview



- Roughly 5,000 CY of material excavated (500 truckloads) removed in one weekend versus multiple shifts, including nights, and multiple traffic configurations to complete the excavation.

# Full Weekend Closure of NE 44<sup>th</sup> Street between North 43<sup>rd</sup> Street and the Southbound I-405 Off Ramp

## Extent:

- Full closure of NE 44<sup>th</sup> Street between North 43<sup>rd</sup> Street and the Southbound I-405 off ramp to take place between May 1, 2024 and August 30, 2024.
- Two-phase operation

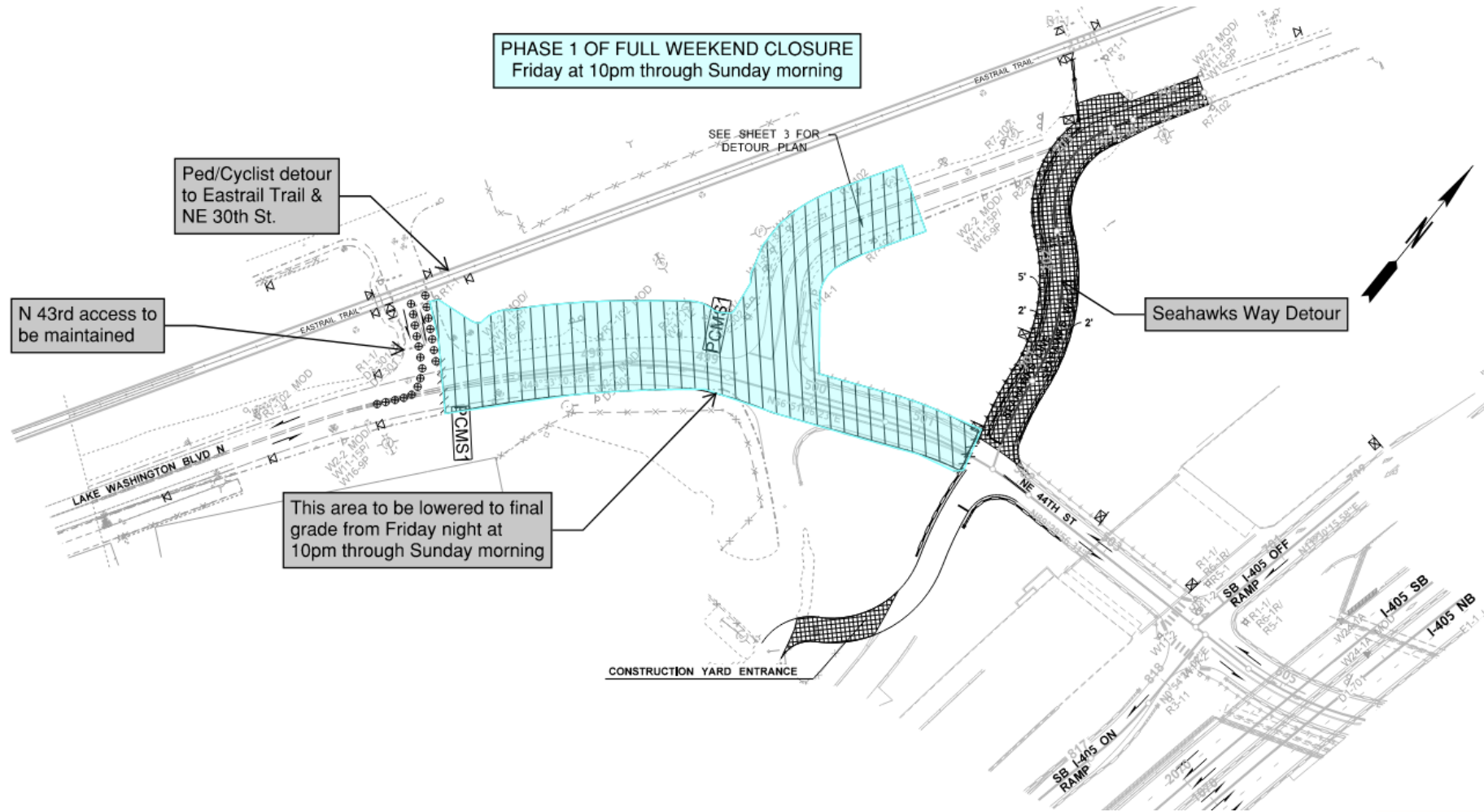
## Work during this closure period will include:

- Phase 1 (Friday at 10pm – Sunday morning):
  - Shift traffic to detour of Seahawks Way to maintain access to NE 44<sup>th</sup> Street east of the weekend closure
  - Lower the existing elevation of Seahawks Way tying into NE 44<sup>th</sup> Street and lower the existing elevation of NE 44<sup>th</sup> Street between N 43<sup>rd</sup> Street and the Seahawks Way detour to final project elevation
- Phase 2 (Sunday morning - Monday at 5am):
  - Lower the remaining elevation of NE 44<sup>th</sup> Street between the Seahawks Way detour to just west of the SB I-405 off ramp to NE 44<sup>th</sup> Street.

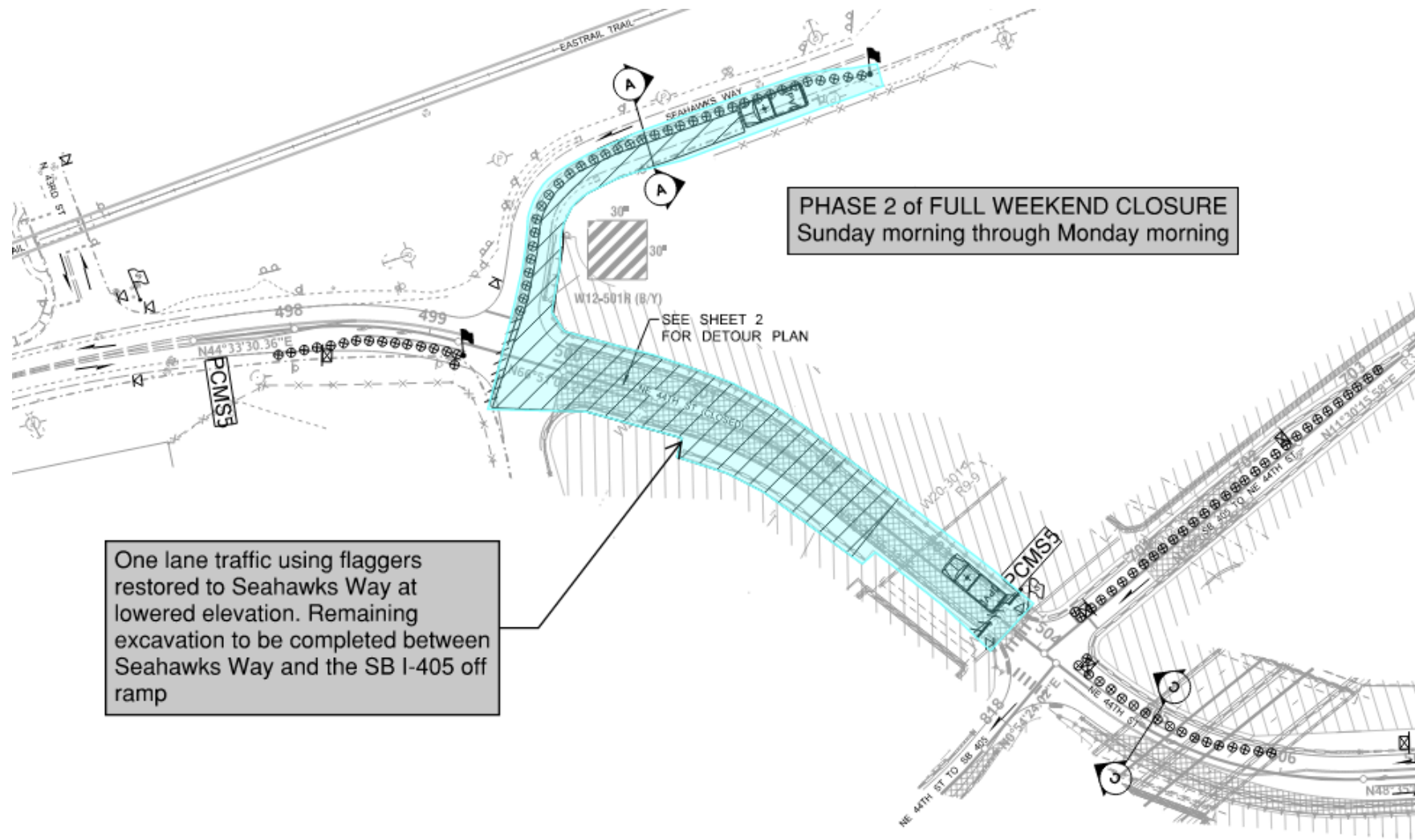




# Phase 1 Overview



# Phase 2 Overview



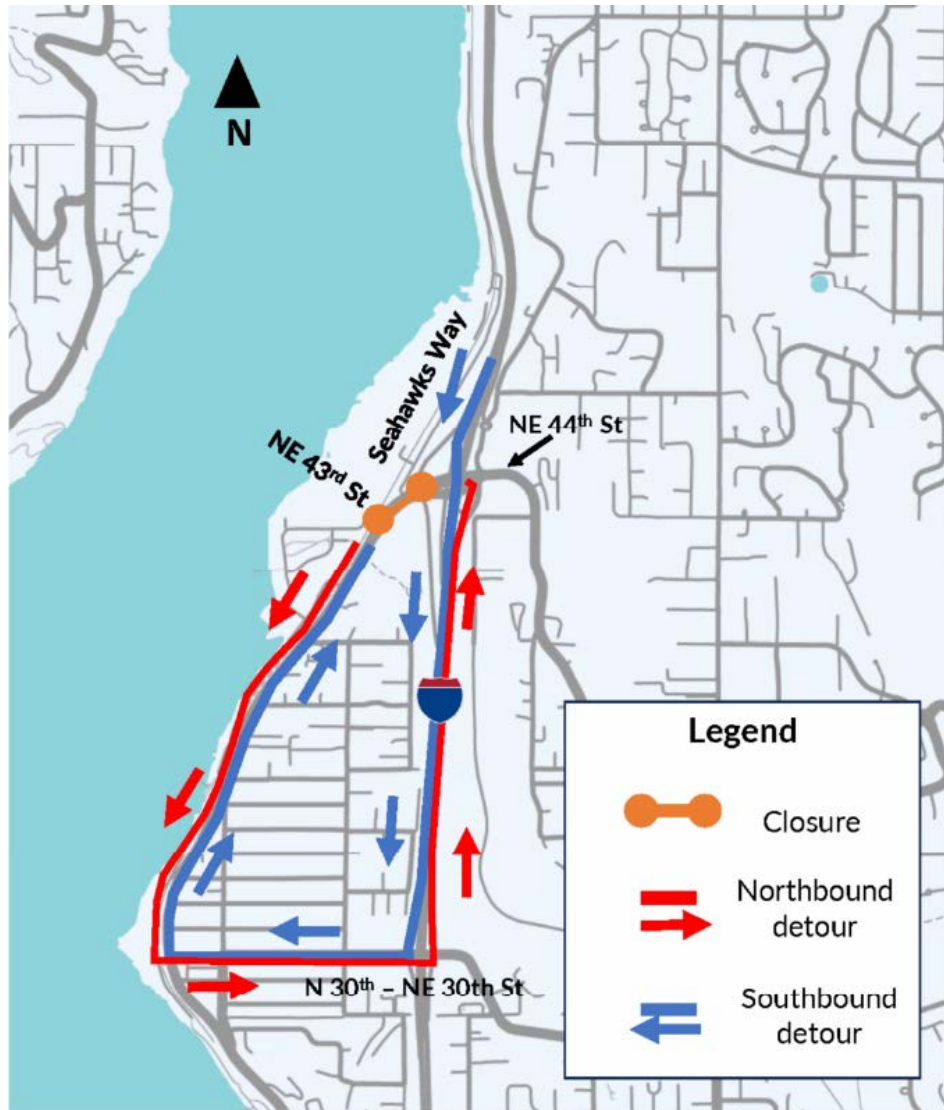
One lane traffic using flaggers restored to Seahawks Way at lowered elevation. Remaining excavation to be completed between Seahawks Way and the SB I-405 off ramp

PHASE 2 of FULL WEEKEND CLOSURE  
Sunday morning through Monday morning

SEE SHEET 2  
FOR DETOUR PLAN



# Detour route



## Phase 1 Detour Route:

- Traffic headed southbound on I-405, wishing to access to the west beyond the work zone will be rerouted to the NE 30<sup>th</sup> Street exit. Access to Seahawks Way will be maintained using the detour east of the work zone. The Eastrail Trail and Seahawks Way detour will reroute cyclists and pedestrians.

## Phase 2 Detour Route:

- Traffic headed southbound on I-405, wishing to access to the west beyond the work zone will be rerouted to the NE 30<sup>th</sup> Street exit. Traffic wishing to access Seahawks Way eastbound will be rerouted using the NE 30<sup>th</sup> Street detour to Lake Washington Boulevard North. A shuttle is offered for bicyclists and pedestrians.

# Outreach strategy

## Outreach methods:

- 14-day advanced notification to residents and businesses
- Flier provided to City of Renton for internal distribution
- Social media and WSDOT Blog posts notifying the public of the closure
  - Coordination with the City of Renton to share social media posts from the project
- Hotline and project inbox information provided on fliers, blog posts, and project website
- Message boards will be placed 14 days before the closure to notify the traveling public
- Emergency services briefing ahead of closure
- WSDOT availability for media



Questions?



LANE



AGENDA ITEM #3.a