ORDINANCE NO. 1705

AN ORDINANCE OF THE CITY OF DES MOINES, WASHINGTON, granting Sound Transit, a Washington Municipal Corporation, its successors and assigns, the right, privilege, authority, and nonexclusive use, to construct, maintain, operate, replace, and repair a light rail transit system, in, upon, over, along, under, beneath and along the Light Rail Transit Way in the City of Des Moines.

WHEREAS, Sound Transit is a governmental entity created pursuant to Chapters 81.104 and 81.112 RCW with all powers necessary to implement a high capacity transit system within its boundaries in King, Pierce, and Snohomish Counties, including the right to construct and maintain facilities in public rights of way without a franchise (RCW 81.112.100 and RCW 35.58.330), and

WHEREAS, the City is a non-charter optional municipal code city incorporated under the laws of the State of Washington, and

WHEREAS, the City owns and operates city streets, and other infrastructure improvements within the City boundaries where Sound Transit proposes certain transit improvements and light rail, and

WHEREAS, the Growth Management Act (Chapter 36.70A RCW) requires the City to plan for and encourage regional high capacity transportation facilities such as the Link Light Rail Transit Project (RCW 36.70A.020), and

WHEREAS, in 1996, 2008, and 2016, pursuant to state law, the Central Puget Sound Regional Transit Authority (known as "Sound Transit") proposed, and Central Puget Sound voters approved financing for, regional transit system plans known as Sound Move, ST2, and ST3, respectively, and

WHEREAS, these regional transit system plans include, among other projects, the Federal Way Link Extension Project ("Project") connecting the cities of SeaTac, Des Moines, Kent, and Federal Way to the existing Link Light Rail System, which will provide numerous benefits to the City's residents, workers, and visitors, and which will help the City meet its Comprehensive Plan goals, and

WHEREAS, Sound Transit and the Federal Transit Administration of the United States Department of Transportation ("FTA") have jointly planned the Project pursuant to the National and State Environmental Policy Acts, and have completed environmental review for the projects in SeaTac, Des Moines, Kent, and Federal Way with the Federal Way Link Extension Final

Environmental Impact Statement issued on November 18, 2016 and FTA's Record of Decision issued on March 6, 2017, and

WHEREAS, on January 26, 2017, the Sound Transit Board defined and selected the Federal Way Link Extension alignment, profile, stations, and associated infrastructure to be built between Angle Lake Station at S. 200th Street and the Federal Way Transit Center in Resolution 2017-02, and

WHEREAS, Sound Transit is intending to deliver the Project as a design/build procurement ("Design/Build") and has been coordinating with the City in preparation for Project design and construction, and

WHEREAS, the City and Sound Transit want to agree on a grant of a non-exclusive use of a Light Rail Transit Way for the Federal Way Link Extension Project in the City with appropriate terms and conditions that will satisfy FTA's continuing control requirements, and

WHEREAS, the City and Sound Transit intend to execute a Development Agreement in coordination with this Transit Way Agreement, and

WHEREAS, the City of Des Moines has determined that it is in the best interests of the public to grant the Transit Way Agreement on the terms and conditions set forth in the Agreement, and

WHEREAS, in consideration of mutual promises and covenants herein contained related to the grant of a non-exclusive use of a Light Rail Transit Way by the City to Sound Transit to construct, operate, maintain, and own a Light Rail Transit System in the City of Des Moines within and along the Light Rail Transit Way, the parties hereto agree to the terms and conditions; now, therefore:

THE CITY COUNCIL OF THE CITY OF DES MOINES ORDAINS AS FOLLOWS:

Sec. 1. The Transit Way Agreement attached as Exhibit A between the City of Des Moines and Sound Transit for the Grant of a Non-Exclusive Use of a Light Rail Transit Way as related to the Federal Way Link Extension Light Rail Transit Project is adopted.

Sec. 2. Effective date. This Ordinance shall take effect and be in full force five (5) days after its passage, approval, and publication in accordance with law.

PASSED BY the City Council of the City of Des Moines this 4th day of October, 2018 and signed in authentication thereof this 4th day of October, 2018.

M A Y O R

APPROVED AS TO FORM:

City Attorney

ATTEST:

City Clerk

Published: October 11, 2018

LEGAL NOTICE

SUMMARY OF ADOPTED ORDINANCE

CITY OF DES MOINES

ORDINANCE NO. 1705, Adopted October 4, 2018.

DESCRIPTION OF MAIN POINTS OF THE ORDINANCE:

This Ordinance grants Sound Transit, a Washington Municipal Corporation, its successors and assigns, the right, privilege, authority, and nonexclusive use, to construct, maintain, operate, replace, and repair a light rail transit system, in, upon, over, along, under, beneath and along the Light Rail Transit Way in the City of Des Moines.

The full text of the Ordinance will be mailed without cost upon request.

Bonnie Wilkins, CMC
City Clerk

Published: October 11, 2018

AGREEMENT BETWEEN THE CITY OF DES MOINES AND SOUND TRANSIT FOR GRANT OF NON-EXCLUSIVE USE OF A LIGHT RAIL TRANSIT WAY AS RELATED TO THE FEDERAL WAY LINK EXTENSION LIGHT RAIL TRANSIT PROJECT

This AGREEMENT is entered into by and between the City of Des Moines (the "City") and Central Puget Sound Regional Transit Authority ("Sound Transit") and is effective when signed by all parties.

RECITALS

WHEREAS, Sound Transit is a governmental entity created pursuant to Chapters 81.104 and 81.112 RCW with all powers necessary to implement a high capacity transit system within its boundaries in King, Pierce, and Snohomish Counties, including the right to construct and maintain facilities in public rights of way without a franchise (RCW 81.112.100 and RCW 35.58.330);

WHEREAS, the City is a non-charter optional municipal code city incorporated under the laws of the State of Washington;

WHEREAS, the City owns and operates city streets, and other infrastructure improvements within the City boundaries where Sound Transit proposes certain transit improvements and light rail;

WHEREAS, the Growth Management Act (Chapter 36.70A RCW) requires the City to plan for and encourage regional high capacity transportation facilities such as the Link Light Rail Transit Project (RCW 36.70A.020);

WHEREAS, in 1996, 2008, and 2016, pursuant to state law, the Central Puget Sound Regional Transit Authority (known as "Sound Transit") proposed, and Central Puget Sound voters approved financing for, regional transit system plans known as Sound Move, ST2, and ST3, respectively;

WHEREAS, these regional transit system plans include, among other projects, the Federal Way Link Extension Project ("Project") connecting the cities of SeaTac, Des Moines, Kent, and Federal Way to the existing Link Light Rail System, which will provide numerous benefits to the City's residents, workers, and visitors, and which will help the City meet its Comprehensive Plan goals;

WHEREAS, Sound Transit and the Federal Transit Administration of the United States Department of Transportation ("FTA") have jointly planned the Project pursuant to the National and State Environmental Policy Acts, and have completed environmental review for the Project with publication of the Federal Way Link Extension Final Environmental Impact Statement on November 18, 2016, FTA's Record of Decision issued on March 6, 2017, and the Federal Highway Administration's Record of Decision, issued on March 9, 2017;

WHEREAS, on January 26, 2017, the Sound Transit Board defined and selected the Federal Way Link Extension alignment, profile, stations, and associated infrastructure to be built between Angle Lake Station at S. 200th Street and the Federal Way Transit Center in Resolution 2017-02;

WHEREAS, Sound Transit is intending to deliver the Project as a design/build procurement ("Design/Build") and has been coordinating with the City in preparation for Project Design and Construction;

WHEREAS, the City and Sound Transit want to agree on a grant of a non-exclusive use of a Light Rail Transit Way for the Federal Way Link Extension Project in the City with appropriate terms and conditions that will satisfy FTA's continuing control requirements; and

WHEREAS, the City and Sound Transit intend to execute a Development Agreement in coordination with this Transit Way Agreement.

NOW THEREFORE, in consideration of mutual promises and covenants herein contained related to the grant of a non-exclusive use of a Light Rail Transit Way by the City to Sound Transit to construct, operate, maintain, and own a Light Rail Transit System in the City of Des Moines within and along the Light Rail Transit Way, the parties hereto agree to the terms and conditions as follows:

SECTION I. DEFINITIONS

For purposes of this Agreement, the following terms, phrases, words, and their derivations shall have the meaning given herein where capitalized; words not defined herein shall have their ordinary and common meaning. When not inconsistent with the context, words used in the present tense include the future, words in the plural number include the singular number, words in the singular number include the plural number, and the use of any gender shall be applicable to all genders whenever the sense requires. The words "shall" and "will" are mandatory and the word "may" is permissive. References to governmental entities, whether persons or entities, refer to those entities or their successors in authority. If specific provisions of law referred to herein be renumbered, then the reference shall be read to refer to the renumbered provision. References to laws, ordinances or regulations shall be interpreted broadly to cover government actions, however nominated, and include laws, ordinances, and regulations now in force or hereinafter enacted or amended.

1.1 Agreement. "Agreement" means this Light Rail Transit Way Agreement approved by appropriate action of the City of Des Moines and of Sound Transit.

1.2 City. "City" means the City of Des Moines and any successor or assignee following an assignment that is permitted under this Agreement.

1.3 Director. "Director" means the Director of Public Works of the City of Des Moines.

1.4 Emergency. "Emergency" means, except as otherwise provided, a generally unexpected occurrence or set of circumstances that affects public safety or health demanding immediate action.

1.5 Final Construction Plans. "Final Construction Plans" means prints showing in detail, the proposed construction and specifications of the Light Rail Transit System including alignment drawings showing the exact limits of the Light Rail Transit Way.

1.6 Final Right-of-Way Plans. "Final Right-of-Way Plans" means prints having the proposed limits of the Light Rail Transit Way mathematically tied to existing local street monumentation and the Washington State Coordinate System.

1.7 Liability. "Liability" means all loss, damages, cost, expense (including costs of investigation and attorney fees and expenses at arbitration, trial or appeal and without institution of arbitration or suit), liability, claims, and demands of whatever kind of nature (including those arising under the Federal Employers Liability Act), arising out of an occurrence relating to this Agreement or occurring on or relating to the Light Rail Transit System described herein.

1.8 Light Rail Transit Facility. "Light Rail Transit Facility" means a structure, rail track, equipment, or other improvement of a Light Rail Transit System, including but not limited to ventilation structures, traction power substations, signal bungalows, Light Rail Transit Stations and related passenger amenities, bus layover and inter-modal passenger transfer facilities, and station access facilities.

1.9 Light Rail Transit Station. "Light Rail Transit Station" means a Light Rail Transit Facility whether at grade, above grade or below grade that provides pedestrian access to Light Rail Transit System vehicles and facilitates transfer from light rail to other modes of transportation. A Light Rail Transit Station may include mechanical devices such as elevators and escalators to move passengers and may also include such passenger amenities as informational signage, seating, weather protection, fountains, or artwork.

1.10 Light Rail Transit System. "Light Rail Transit System" means a public rail transit line, including Light Rail Transit Facilities, all infrastructure (including light rail vehicles operating in the Light Rail Transit Way), passenger services and communication equipment, that operates at grade level, above grade level, or in a tunnel and that provides high-capacity, regional transit service owned or operated by a regional transit authority authorized under RCW 81.112. A Light Rail Transit System may be designed to share a street right of way although it may also use a separate right of way. Commuter rail and low capacity, or excursion rail transit service are not included.

1.11 Light Rail Transit Way. "Light Rail Transit Way" means the areas within the Public Rights of Way occupied by Sound Transit for its Light Rail Transit System after construction pursuant to this Agreement, as shown on the record drawings of the Final Right-of-Way Plans approved by the Director and on file with the City Clerk.

1.12 Parties. "Parties" means the City of Des Moines and Sound Transit.

1.13 Passenger. "Passenger" means any person who is not an employee of Sound Transit, and who is aboard any Sound Transit Light Rail Transit System vehicle.

1.14 Public Rights of Way. "Public Rights of Way"' means the areas above, below, on and over public streets and easements which, under the Des Moines Municipal Code, the City ordinances, and applicable laws, the City has authority to grant rights of way, permits, or licenses for use thereof or has regulatory authority therefor.

1.15 Project. "Project" means the segments of the Light Rail Transit System in the City as described in Sound Transit Board Resolution 2017-02 and subsequent approved permits and agreements.

1.16 Record Drawings. "Record Drawings" means the neatly and legibly marked set of as-built contract drawings, maintained by Sound Transit's Design-Build Contractor with up-to-date information, showing all changes in the work, including final locations of all elements of work.

1.17 Routine Maintenance and Operation. "Routine Maintenance and Operation" means Sound Transit's maintenance and operation of the Light Rail Transit System that does not require (i) the excavation of soil that would alter or disturb the Public Rights of Way, or (ii) the use of heavy machinery within fifty (50) feet of or upon the Public Rights of Way.

1.18 Sound Transit. "Sound Transit" means the Central Puget Sound Regional Transit Authority, and any other entity to the extent such entity, as permitted under this Agreement, is exercising any rights to operate the Light Rail Transit System over any portion of the Light Rail Transit Way pursuant to a specific written grant of such rights by Sound Transit.

1.19 Third Party. "Third Party" means any person other than the City or an employee of the City, and any person other than Sound Transit or an employee of Sound Transit.

1.20 Track Access Permit. "Track Access Permit" means the process for track access, the management, scheduling, and authorization of access to employees, third parties, and contractors to perform work on, near, or adjacent to the Light Rail Transit System or any Sound Transit facility. (See Exhibit D – Track Access Procedures.)

SECTION II. GRANT OF RIGHTS BY THE CITY

2.1 Grant of Non-Exclusive Use of a Light Rail Transit Way. The City grants to Sound Transit a non-exclusive use of portions of certain Public Rights of Way, the general location of which is described and depicted on **Exhibits A and B** hereto, to be known as a Light Rail Transit Way, to construct, operate, maintain, and own a Light Rail Transit System in, upon, above, beneath and along the Light Rail Transit Way in accordance with the terms and conditions of this Agreement. The Light Rail Transit Way shall be limited to the areas described generally in the plans and profile drawings contained in **Exhibit C** hereto and more fully described in the Final Right-of-Way Plans. The Director or designee and Sound Transit's Deputy Executive Director or designee of Design and Engineering shall, from time to time, jointly revise and modify **Exhibit C** to conform to the Final Construction Plans and the Final Right-of-Way Plans as long as the revisions are, in their judgment, within the scope and intent of **Exhibit C**. The Director is hereby expressly delegated the authority to revise and modify **Exhibit C** from time to time consistent with the terms of this paragraph. This grant shall take effect upon the filing with the City Clerk by the Director of approved Final Construction Plans and Final Right-of-Way Plans. Sound Transit expressly agrees that it will construct, operate, and maintain the Light Rail Transit System in compliance with this Agreement and all applicable City ordinances, state, and federal laws.

2.2 Rights Limited to Light Rail Transit System. The non-exclusive use of a Light Rail Transit Way is granted solely for the purpose of construction, maintenance, operation, and ownership of the Light Rail Transit System detailed in the Issued for Construction Plans, and for no other purpose. Sound Transit intends, and shall have the right, to use the Light Rail Transit Way solely for Light Rail Transit System uses. Sound Transit agrees that it shall not, without the City's written consent, construct on or along the Light Rail Transit Way any additions to or expansions of the

Light Rail Transit System subsequent to the construction done in accordance with the Issued for Construction Plans and with the Final Right-of-Way Plans. Notwithstanding the foregoing, nothing contained herein shall prevent Sound Transit from replacing Light Rail Transit Facilities or equipment existing after construction after first obtaining any necessary permits or other authorizations from the City.

2.3 Work Permitted in Light Rail Transit Way. Sound Transit understands and agrees that during the normal course of Light Rail Transit Way use, the City may engage in construction, maintenance, demolition, leasing, licensing, permitting, and similar activities that have the potential to cause interruption to the Light Rail Transit System. Sound Transit understands and agrees that such activities may be caused, from time to time, by reasons including but not limited to: (i) traffic conditions, (ii) public safety, (iii) construction of facilities which constitute permissible use of Public Rights of Way ("ROW"), (iv) repair of ROW facilities (including resurfacing or widening), (v) change of grade to ROW, and (vi) response to emergencies and natural disasters, and (vii) construction, installation, maintenance or repair of sewer drains, water pipes, power lines, signal lines, traffic control devices, tracks, communication systems, public works, public facilities or improvements, or any utilities. The City agrees that such activities, to the extent they are permitted or controlled by the City, shall not occur within the Light Rail Transit Way without written notice to Sound Transit. Any such activities done by or for the City shall be undertaken in a manner that minimizes, to the greatest extent possible, disruption to operation of the Light Rail Transit System. Before commencement of any work the City will apply for, and direct all Third Parties to apply for, a Track Access Permit in accordance with Sound Transit's then current track access standard operating procedures (see Exhibit D), for which approval shall not be unreasonably withheld or delayed, taking into account the nature of the proposed entry.

2.4 Non-Exclusive Use. Sound Transit understands that the rights granted herein are non-exclusive. The City shall have the right to agree to other non-exclusive uses or occupancies of the Light Rail Transit Way. The City agrees that such uses or occupancies shall not unreasonably impair the ability of Sound Transit to operate the Light Rail Transit System.

2.5 Use Restricted. This Agreement does not authorize the provision of any services by Sound Transit other than the services strictly related to the operation of the Light Rail Transit System. Sound Transit's use of the Light Rail Transit Way for anything other than a Light Rail Transit System shall require written permission from the City.

2.6 Ownership. Sound Transit shall own all tracks and other Light Rail Transit Facilities on the Light Rail Transit Way, including, without limitation, improvements constructed at the cost and expense of Sound Transit that are not otherwise transferred to and accepted by the City. Nothing in this Agreement shall be construed as granting to Sound Transit any interest or right in the Light Rail Transit Way or the improvements on the Light Rail Transit Way other than the rights expressly provided herein.

2.7 No Rights by Implication. No rights shall pass to Sound Transit by implication. Without limiting the foregoing, by way of example and not limitation, this Agreement shall not include or be a substitute for the following:

A. Any other permit or authorization required for the privilege of transaction and carrying on a business within the City that may be required by the ordinances and laws of the City; or

B. Any permit, agreement or authorization required in connection with operations on or in public streets or property, including by way of example and not limitation, street cut permits; or

C. Any permits or agreements for occupying any other property of the City or private entities to which access is not specifically granted by this Agreement.

2.8 Utilities Agreements. This Agreement shall not be read to diminish, or in any way affect, the authority of the City to control and charge for the use of the light, water, storm, solid waste, and wastewater utilities. Therefore, if Sound Transit desires to use such utilities, it must pay standard rates for utility services and obtain necessary agreements or consents for such uses, as may be required by the City, which agreements or consents shall not be unreasonably withheld.

SECTION III. PERMITS

3.1 Permits and Licenses. Sound Transit, at its sole cost and expense, shall (i) secure and maintain in effect, all federal, state, and local permits and licenses required for the construction, operation, and maintenance of the Light Rail Transit System, including, without limitation, crossing, zoning, building, health, environmental, rights of way use and communication permits and licenses, and (ii) indemnify the City against payment of the costs thereof and against any fines or penalties that may be levied for failure to procure, or to comply with, such permits or licenses, as well as any remedial costs incurred by the City in curing any such failures.

3.2 Non-Interference. The City shall not interfere with Sound Transit's ability to secure, obtain, and maintain, at Sound Transit's sole cost and expense, any permits, licenses or approvals of other governmental agencies or authorities, or of any necessary Third Parties, for the use of any structures or facilities, including streets, roads, or utility poles not owned by the City.

SECTION IV. CONSTRUCTION

4.1 Approval of Construction. Sound Transit shall obtain the approval of the Director of all Light Rail Facility Final Construction Plans for work in the Public Right of Way prior to any such work commencing. Final Construction plans must be accompanied by Final Right-of-Way Plans. Approval for construction shall consist of the issuance of a construction permit or permits by the Director for each project section or contract to be constructed by Sound Transit within the Public Rights of Way.

4.2 Record Drawings. Within six (6) months of Sound Transit's acceptance of Design-Build Contractor Project completion, Sound Transit shall furnish to the City record as built drawings of the Final Construction Plans and Final Right-of-Way Plan, including Record Drawings and associated electronic AUTOCAD and GIS files showing the as-built condition. Upon mutual agreement as to the types and number of drawings required, Sound Transit shall furnish to the

City drawings sufficient to describe the project spatially in the Washington State Coordinate System.

4.3 Entry Upon Light Rail Transit Way. Sound Transit, its employees, and agents shall have the right, as defined and limited pursuant to Section V of this Agreement, to enter upon the Light Rail Transit Way for the purpose of constructing, operating, and maintaining the Light Rail Transit Facilities.

4.4 Temporary Use of Public Rights of Way. During construction of the Light Rail Transit System, Sound Transit, with the prior written agreement of the City, and approval of any required permits, may fence portions of the Public Rights of Way for the temporary storage of construction equipment and materials, provided that such structures and fences (i) do not interfere with or disrupt in any way, other than ways approved in advance by the City, the ordinary use of the Public Right of Way; (ii) do not interfere with or disrupt in any way, other than in ways approved in advance by the City, the ordinary access to property on either side of the Public Rights of Way; (iii) are not used for construction worker parking; and (iv) do not unnecessarily limit the public's right to travel within the Public Right of Way. Sound Transit shall not store or temporarily place any goods, materials, or equipment (i) near a roadway, intersection, or crossing in such a manner as to interfere with the sight distance of persons approaching such crossing; or (ii) within such greater distance as prohibited by the City; provided, however, that fuel and other hazardous substances shall not be stored unless approved by appropriate officials of the City and South King Fire and Rescue.

4.5 Utilities During Construction. The City recognizes that the Light Rail Transit System is an essential public facility and public transportation improvement. Sound Transit will coordinate with all utilities to minimize utility relocation costs and related construction and will negotiate with non-City-owned utilities on utility relocation costs. Sound Transit shall pay for any relocation or protection of City-owned utilities, including storm water facilities that the City determines is necessary due to construction or operation of the Light Rail Transit System. The specific allocation of costs of such relocation shall be defined in a series of future agreements between the City and Sound Transit relating to the separate construction segments of the Light Rail Transit System, each agreement to be entered into before construction on the particular segment begins.

4.6 Work Completed by Sound Transit. Sound Transit, at Sound Transit's sole cost and expense, will furnish all materials, parts, components, equipment, and structures necessary to construct and operate the Light Rail Transit System, or any part thereof, in accordance with this Agreement. Any and all work by Sound Transit shall be done in a good and workman-like manner, in conformity with all applicable engineering, safety, and other statutes, laws, ordinances, regulations, rules, codes, orders, or specifications of any public body or authority having jurisdiction.

4.7 Installation. All facilities and installations must meet or exceed applicable specifications of the City and be in compliance with all existing federal, state, and local laws, ordinances and regulations.

4.8 Track Support. During any work of any character by Sound Transit at locations of the Light Rail Transit Facilities, and in accordance with the Final Construction Plans, Sound Transit will support the tracks, structures and roadbed of the Light Rail Transit System in such manner as is

necessary for the safe operation of the Light Rail Transit System and ordinary use of the Public Rights of Way.

4.9 Imminent Danger. If, during construction, there is an Emergency or the Light Rail Transit System creates or is contributing to an imminent danger to health, safety, or property that Sound Transit is unable to immediately address, the City may protect, support, temporarily disconnect, remove, or relocate any or all parts of the Light Rail Transit System without prior notice, and charge Sound Transit for costs incurred. The City shall provide notice of such Emergency or danger along with any actions taken to Sound Transit as soon as practicable, taking into consideration the nature and complexity of the Emergency or other imminent danger.

4.10 Accommodation of Moving Structures. Sound Transit shall, on the request of any Third Party holding a valid permit issued by a governmental authority and a Sound Transit Track Access permit, temporarily raise or lower its wires to permit the moving of buildings or other objects. Sound Transit may require that the expense of such temporary removal or raising or lowering of wires be paid in advance by the Third Party requesting the same.

4.11 Information Regarding Ongoing Work. In addition to providing notice to the public of ongoing work as may be required under applicable law, Sound Transit shall develop a comprehensive project-specific communication plan in coordination with the City to establish and maintain effective communication with residents and businesses to allow them to be fully informed about potentially significant disruptions, such as temporary street closures, changes in transit service, and parking availability. As part of the plan, Sound Transit will work with the City, community and neighborhood groups prior to and through the construction process to identify types of impacts that would occur and communicate mitigation activities to address such impacts.

4.12 Restoration of Public Rights of Way. Sound Transit shall promptly repair any and all Public Rights of Way and public property that is disturbed or damaged during the construction of its Light Rail Transit System to substantially the same condition, or in the case of street surfaces, better condition if reasonably necessary within a mutually agreed-upon timeframe commensurate with the scope of repairs. In the event Sound Transit does not comply with the foregoing requirement, the City may, upon reasonable advance notice to Sound Transit, take the actions to restore the Public Rights of Way or public property at Sound Transit's sole cost and expense.

4.13 Federal Grant Conditions. Sound Transit's design and construction of the Project may become subject to a financial assistance agreement between Sound Transit and the Federal Transit Administration ("FTA"). Both parties recognize that changes to this Agreement may be necessary in order to comply with FTA funding requirements.

SECTION V. ENTRY NOTICE

5.1 Access. Sound Transit, its employees and agents shall have access to the Public Rights of Way in connection with Sound Transit's construction, operation, and maintenance of the Light Rail Transit System as is reasonably necessary in accordance with this Agreement; provided however, except to the extent expressly provided in this Agreement, this right of access shall not be deemed to require the City to take any actions or expend any funds to enable such persons to exercise such rights of access, and provided further that such access may not interfere with or

disrupt in any way, other than in ways approved in advance by the City, the use of the Light Rail Transit Way by the City or Third Parties in and Light Rail Transit Way.

5.2. Notice Prior to Initial Entry. During Project construction, Sound Transit shall give the City at least seventy-two (72) hours' written notice before initial entry upon any portion of the Public Rights of Way for construction purposes.

5.3 Entry after Project Construction. After construction, any entry by Sound Transit onto the Public Rights of Way that is not pursuant to the Routine Maintenance and Operation of the Light Rail Transit System or for purposes relating to an Emergency shall require (i) advance written notice from Sound Transit to the City not less than ten (10) days prior to Sound Transit's planned entry, with notice to specify the purpose of the entry; (ii) if entry involves any new connection or removal of any portion of the Light Rail Transit System, plans as required by direction of the Director showing in detail the proposed new construction, reconstruction, or removal; and (iii) approval by the City which approval shall not be unreasonably withheld or delayed, taking into account the nature of the proposed entry.

5.4 Entry for Routine Maintenance and Operation. During Routine Maintenance and Operation, Sound Transit personnel may enter the Public Rights of Way without notice to the City, as long as such entry is for the sole purpose of Routine Maintenance and Operation. If the Routine Maintenance and Operation activities require the closure of a traffic lane, Sound Transit will exert its best efforts to provide the City forty-eight (48)-hours' written notice before closure of any portion of the Public Right-of-Way.

5.5 Emergency Access. In the event of an Emergency that interrupts or significantly disrupts Operation of the Light Rail Transit System and for purposes of taking immediate corrective action, Sound Transit personnel may enter the Public Rights of Way without notice to the City, as long as such entry is for the sole purpose of addressing the Emergency; provided, however, that if any entry for such purposes is likely to require excavation of soil that would alter or disturb the Public Rights of Way or use of heavy machinery within fifty (50) feet of or upon the Public Rights of Way, Sound Transit shall give the City verbal or telephonic notice of the places where, and the manner in which, entry is required, prior to such entry, promptly followed by written notice.

SECTION VI. OPERATION, MAINTENANCE, AND REPAIR IN STREETS AND RIGHTS OF WAY

6.1 Compliance with Laws, Rules, and Regulations. Sound Transit shall operate, maintain, and repair its Light Rail Transit System in compliance with all federal, state, and local laws, ordinances, departmental rules and regulations and practices affecting such system, which include, by way of example and not limitation, the obligation to operate, maintain, and repair in accordance with the City's Land Use Code and construction codes, and City street and utility standards. In addition, the operation, maintenance, and repair shall be performed in a manner consistent with industry standards. Sound Transit shall exercise reasonable care in the performance of all its activities and shall use industry-accepted methods and devices for preventing failures and accidents that are likely to cause damage, injury, or nuisance to the public or property.

6.2 Permits Required. Except in cases of emergency repairs, Sound Transit's operation, maintenance, or repair of its Light Rail Transit System shall not commence until all required

permits have been properly applied for and obtained from the proper City officials and all required permits and associated fees paid, including, but not limited to, the cost of permit-application review and inspection. In case of emergency repairs, appropriate permits shall be applied for no later than the second business day following repairs.

6.3 Level of Operation/Maintenance. All facilities shall be operated and maintained in such a manner as to minimize disruption to other users of the Public Rights of Way. All facilities shall be maintained in a state of good repair as defined by FTA in 49 CFR 625.

6.4 Appointment of Operator. Sound Transit may appoint an operator as Sound Transit's agent to exercise some or all of Sound Transit's rights under this Agreement, subject to the terms and conditions of this Agreement.

6.5 Regulatory Approvals. Sound Transit and its operator shall obtain and maintain all federal, state and/or local regulatory approvals as may be required for the operation of the Light Rail Transit System.

6.6 Responsibility for Equipment. The City shall have no responsibility for inspecting, maintaining, servicing, or repairing any trains or other equipment used by Sound Transit as part of the Light Rail Transit System, but all such equipment shall at all times comply with applicable federal, state, and local governmental requirements.

6.7 Prompt Repair. Sound Transit shall promptly repair any and all Public Rights of Way, public property, or private property that is disturbed or damaged during the operation, maintenance, or repair of its Light Rail Transit System within a mutually agreed-upon timeframe commensurate with the scope of repairs. Public property and Public Rights of Way must be restored to substantially the same condition as before the disturbance or damage occurred, or, in the case of street surfaces, better condition if reasonably necessary.

6.8 Imminent Danger. In the event of an Emergency, or where the Light Rail Transit System creates or is contributing to an imminent danger to health, safety or property, the City will immediately notify Sound Transit's Link Control Center ("LCC") or 911 to address the situation.

6.9 No At-Grade Crossings or Crossing Gates Without Permission. Sound Transit will not install any at-grade crossings or crossing gates or other traffic control devices without the written consent of the City.

SECTION VII. FACILITY LOCATION SIGNS

Sound Transit, at its sole cost, expense, and risk, shall secure permits, furnish, erect, and thereafter maintain signs showing the location of all Sound Transit facilities. Signs shall be in conformance with applicable codes.

SECTION VIII. THIRD PARTY RIGHT OF WAY OWNERSHIP

This Agreement is not intended to cover and does not cover any occupancies over (i) rights of way or other land owned solely or jointly by any other person or entity, or (ii) any rights granted to the City by Third Parties.

SECTION IX. RELOCATIONS

If the City desires the relocation of a portion of the Light Rail Transit Facilities to accommodate the City, the City shall notify Sound Transit of such fact, and Sound Transit shall consult with the City regarding such request.

SECTION X. LIABILITY, INDEMNIFICATION

Sound Transit hereby agrees to indemnify, defend, and hold harmless the City of any and all claims, demands, suits, actions, damages, recoveries, judgments, and expenses, including, without limitation, reasonable attorneys' fees, paid by the City and arising or growing out of, in connection with, or resulting from, either directly or indirectly, the construction, maintenance, operation, repair, removal, occupancy, and use of Light Rail Transit System in the Light Rail Transit Way by Sound Transit. Sound Transit's obligation under this provision shall encompass only its own negligence, and does not relate or apply to the City's sole or partial negligence, for which the City shall remain responsible. This limitation applies to the sole or partial negligence, actions or inaction of the City, its employees, servants, agents, contractors, or subcontractors.

The City shall give Sound Transit prompt notice of any claims of which it is aware. Sound Transit shall promptly assume responsibility for the claim or undertake the defense of any litigation on behalf of the City. The City shall cooperate fully with Sound Transit in the defense of any claim. The City shall not settle any claim without the prior written consent of Sound Transit, which consent shall not be unreasonably withheld. Sound Transit expressly assumes potential liability for actions brought by Sound Transit's employees and agents against the City and, solely for the purpose of this indemnification, expressly waives any immunity under the Industrial Insurance Law, Title 51 RCW. Sound Transit acknowledges that this waiver was entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation.

SECTION XI. INSURANCE

Sound Transit shall maintain throughout the term of this Agreement, and for six (6) years after its termination, insurance adequate to protect the City against claims that may arise as a result of the construction, operation, or maintenance of the Light Rail Transit System in the Light Rail Transit Way, including, without limitation (i) comprehensive general liability insurance; (ii) property damage liability insurance, including coverage for explosion, collapse, and instability; (iii) workers' compensation insurance, to the extent required by law; (iv) employer's liability insurance; and (v) comprehensive auto liability coverage, including owned, hired, and non-owned vehicles.

Sound Transit shall carry such insurance with responsible insurers or self-insure or participate in an insurance pool or pools at levels of coverage or with reserves adequate, in the reasonable judgment of Sound Transit, to protect Sound Transit and the City against loss, and as are ordinarily carried by municipal or privately-owned entities engaged in the operation of systems comparable to the Light Rail Transit System.

Sound Transit shall file with the City's Risk Manager certificates of insurance reflecting evidence of the required insurance and naming the City as an additional insured where appropriate. The certificates shall contain a provision that coverage will not be canceled until at least thirty (30) days' prior written notice has been given to the City.

If Sound Transit fails to maintain the required insurance, the City may order Sound Transit to stop operating the Light Rail Transit System in the Light Rail Transit Way until the required insurance is obtained.

SECTION XII. LIENS

12.1 The Light Rail Transit Way and Light Rail Transit Facilities are not subject to a claim of lien. In the event that any City property becomes subject to any claims for mechanics, artisans, or materialmen liens, or other encumbrances chargeable to or through Sound Transit which Sound Transit does not contest in good faith, Sound Transit shall promptly, and in any event within thirty (30) days, cause such lien claim or encumbrance to be discharged or released of record (by payment, posting of bond, court deposit or other means), without cost to the City, and shall indemnify the City against all costs and expenses, including attorney fees, incurred in discharging and releasing such claim of lien or encumbrance. If any such claim or encumbrance is not so discharged and released, the City may pay or secure the release or discharge thereof at the expense of Sound Transit after first giving Sound Transit five (5) business days' advance notice of its intention to do so. The City shall use its reasonable best efforts to keep Sound Transit's facilities free of all liens that may adversely affect the Light Rail Transit System.

12.2 Nothing herein shall preclude Sound Transit's or the City's contest of a claim for lien or other encumbrance chargeable to or through Sound Transit or the City, or of a contract or action upon which the same arose.

12.3 Nothing in this Agreement shall be deemed to give, and the City expressly waives, any claim of ownership in and to any part or the whole of the Light Rail Transit Facilities except as may be otherwise provided herein.

SECTION XIII. TERM; TERMINATION

13.1 This Agreement shall be effective as of the date the last party signs and, unless sooner terminated pursuant to the terms hereof, shall remain in effect for so long as the Light Rail Transit Way is used for public transportation purposes.

13.2 Upon termination of this Agreement, Sound Transit agrees to prepare, execute and deliver to the City all documentation necessary to evidence termination of this Agreement or

portion thereof so terminated. No such termination, however, shall relieve the parties hereto of obligations accrued and unsatisfied at such termination.

13.3 Upon the cessation of use of the Light Rail Transit Way for the Light Rail Transit System, to the extent any portion of it remaining in the Public Rights of Way or on any other public property is not removed by Sound Transit, the City, as expressed by ordinance, may deem it abandoned and it shall become the property of the City. If the City does not desire such ownership, Sound Transit shall remove any remaining portion of the Light Rail System.

13.4 Any order by the City issued pursuant to this Section to remove the Light Rail Transit System in whole or in part shall be sent by registered or certified mail to Sound Transit not later than twenty-four (24) months following the date of termination of this Agreement, or, if later, the final resolution of any appeal of the termination.

13.5 Sound Transit shall file a written removal plan with the City not later than sixty (60) calendar days following the date of the receipt of any orders directing removal, or any consent to removal, describing the work that will be performed, the manner in which it will be performed, and a schedule for removal by location. The removal plan shall be subject to approval and regulation by the City. The affected property shall be restored to as good or better condition than existed immediately prior to removal.

SECTION XIV. DISPUTE RESOLUTION; REMEDIES; ENFORCEMENT

14.1 Dispute Resolution.

A. Any disputes or questions of interpretation of this Agreement that may arise between Sound Transit and the City shall be governed under the Dispute Resolution provisions in this Section. The Parties agree that cooperation and communication are essential to resolving issues efficiently. The Parties agree to exercise their best efforts to resolve any disputes that may arise through this dispute resolution process.

B. The Parties agree to use their best efforts to prevent and resolve potential sources of conflict at the lowest level.

C. The Parties agree to use their best efforts to resolve disputes arising out of or related to this Agreement using good-faith negotiations by engaging in the following dispute escalation process should any such disputes arise:

(1) Level One - Sound Transit's Deputy Executive Director of Design, Engineering and Construction Management or Designee and the City's Engineering Services Manager shall meet to discuss and attempt to resolve the dispute in a timely manner. If they cannot resolve the dispute within fourteen (14) calendar days after referral of that dispute to Level One, either party may refer the dispute to Level Two.

(2) Level Two - Sound Transit's Executive Director of Design, Engineering and Construction Management or Designee and the City's Public Works Director or Designee shall meet to discuss and attempt to resolve the dispute, in a timely manner. If they cannot resolve the

dispute within fourteen (14) calendar days after referral of that dispute to Level Two, either party may refer the dispute to Level Three.

(3) Level Three - Sound Transit's Chief Executive Officer or Designee and the City Manager or Designee shall meet to discuss and attempt to resolve the dispute in a timely manner.

D. Except as otherwise specified in this Agreement, in the event the dispute is not resolved at Level Three within fourteen (14) calendar days after referral of that dispute to Level Three, the Parties are free to file suit or agree to alternative dispute resolution methods such as mediation. At all times prior to resolution of the dispute, the Parties shall continue to perform and make any required payments under this Agreement in the same manner and under the same terms as existed prior to the dispute.

14.2 Notice of Default. Neither party shall be in default under this Agreement unless it has failed to perform under this Agreement for a period of thirty (30) calendar days after written notice of default from any other party. Each notice of default shall specify the nature of the alleged default and the manner in which the default may be cured satisfactorily. If the nature of the alleged default is such that it cannot be reasonably cured within thirty (30) days, then commencement of the cure within such time period and the diligent prosecution to completion of the cure shall be deemed a cure.

14.3 Remedies. Either party hereto has the right to exercise any and all of the following remedies, singly or in combination, and consistent with the dispute resolution and notice of default sections of this Agreement, in the event the other party violates any provision of this Agreement:

A. Commencing an action at law for monetary damages;

B. Commencing an action for equitable or other relief;

C. Seeking specific performance of any provision that reasonably lends itself to such remedy.

14.4 Cumulative Remedies. In determining which remedy or remedies for a party's violation are appropriate, a court may take into consideration the nature and extent of the violation, the remedy needed to prevent such violations in the future, whether the party has a history of previous violations of the same or similar kind, and such other considerations as are appropriate under the circumstance. Remedies are cumulative; the exercise of one shall not foreclose the exercise of others.

14.5 Failure to Enforce. Neither party hereto shall be relieved of any of its obligations to comply promptly with any provision of this Agreement by reason of any failure of the other party to enforce prompt compliance, and one party's failure to enforce shall not constitute a waiver of rights or acquiescence in the other party's conduct.

SECTION XV. COVENANTS AND WARRANTIES

15.1 By execution of this Agreement, the City warrants:

A. That the City has full right and authority to enter into and perform this Agreement and any permits which may be granted in accordance with the terms hereof, and that by entering into or performing this Agreement the City is not in violation of any law, regulation, or agreement by which it is bound, to which it is bound, or to which it is subject; it being understood, however, that the covenant and warranty contained in this Section does not constitute a warranty, expressed or implied, by the City, of the right or rights granted by the City to Sound Transit hereunder; and

B. That the execution, delivery, and performance of this Agreement by the City has been duly authorized by all requisite corporate action, that the signatories for the City hereto are authorized to sign this Agreement, and that, upon approval by the City, the joinder or consent of any other party, including a court or trustee or referee, is not necessary to make valid and effective the execution, delivery, and performance of this Agreement.

15.2 By execution of this Agreement, Sound Transit warrants:

A. That Sound Transit has full right and authority to enter into and perform this Agreement in accordance with the terms hereof and by entering into or performing under this Agreement, Sound Transit is not in violation of any of its agency governance rules, any law, regulation or agreement by which it is bound or to which it is subject; and

B. That the execution, delivery and performance of this Agreement by Sound Transit has been duly authorized by all requisite Board action, that the signatories for Sound Transit hereto are authorized to sign this Agreement, and that the joinder or consent of any other party, including a court, trustee, or referee, is not necessary to make valid and effective the execution, delivery, and performance of this Agreement.

SECTION XVI. RECORDINGS, TAXES AND OTHER CHARGES

16.1 Sound Transit shall pay all transfer taxes, documentary stamps, recording costs or fees, or any similar expense in connection with the recording or filing of any permit, easement or deed which may be granted hereunder. Sound Transit further agrees that if it is determined by any federal, state, or local governmental authority that the sale, acquisition, license, grant, transfer, or disposition of any part or portion of the Light Rail Transit Facilities or right herein described requires the payment of any tax, levy, excise, assessment, or charges, including without limitation, property, sales or use tax, under any statute, regulation or rule, Sound Transit shall pay these, plus any penalty and/or interest thereon, directly to said taxing authority and shall hold the City harmless therefrom. Sound Transit shall pay all taxes, levies, fees, excises, assessments, or charges, including any penalties and/or interest thereon, levied or assessed on the Light Rail Transit Facilities, or on account of their existence or use, including increases thereof attributable to such existence or use, and excluding taxes based on the income of the City, shall indemnify the City against payment thereof. Sound Transit shall have the right to claim, and the City shall

reasonably cooperate with Sound Transit in the prosecution of any such claim, for refund, rebate, reduction, or abatement of such tax(es).

16.2 The City may pay any tax, levy, fee, excise, assessment or charge, plus any penalty and/or interest thereon, imposed upon Sound Transit for which Sound Transit is obligated pursuant to this Section if Sound Transit does not pay such tax, levy, excise, assessment, or charge when due. Sound Transit shall reimburse the City for any such payment made pursuant to the previous sentence, plus interest at the prime rate per annum, as published in the Wall Street Journal.

SECTION XVII. ASSIGNABILITY; BENEFICIARY

17.1 This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors or assignees. No assignment hereof or sublease shall be valid for any purpose without the prior written consent of the other party, and any attempt by one party to assign or license the rights or obligations hereunder without prior written consent will give the other party the right, at its written election, immediately to terminate this Agreement or take any other lesser action with respect thereto. The above requirement for consent shall not apply to (i) any disposition of all or substantially all of the assets of a party; (ii) any governmental entity merger, consolidation or reorganization, whether voluntary or involuntary; (iii) a sublease or assignment of this Agreement, in part or in whole, to a governmental entity; or (iv) a sale, lease, or other conveyance by the City, subject to those requirements set forth in this Agreement; provided however, that no sublease or assignment under (ii) or (iii) shall be permitted to a governmental entity not operating, constructing or maintaining a Light Rail Transit System on behalf of Sound Transit, and provided further that no unconsented assignment shall relieve Sound Transit of its obligations and liabilities under this Agreement.

17.2 Either party hereto may assign any monetary receivables due them under this Agreement; provided, however, such assignment shall not relieve the assignor of any of its rights or obligations under this Agreement.

17.3 Sound Transit acknowledges and agrees that the City may designate in writing a designee to (i) receive information, including information designated or identified as confidential, and notices under this Agreement, and (ii) provide certain approvals or consents required from the City under this Agreement. In the event of such designation, Sound Transit may rely on approvals or consents by such designee on behalf of the City as fully as if such actions were performed by the designator itself.

17.4 Neither this Agreement nor any term or provision hereof, or any inclusion by reference, shall be construed as being for the benefit of any party not a signatory hereto.

SECTION XVIII. NOTICES

18.1 Unless otherwise provided herein, all notices and communications concerning this Agreement shall be in writing and addressed to (one copy each):

Central Puget Sound Regional Transit Authority
Attention: Deputy Executive Director DECM

401 South Jackson Street
Seattle, WA 98104-2826

And to:

City of Des Moines
Attention: Chief Operations Officer
21630 11th Avenue S.
Des Moines, WA 98198

SECTION XIX. MISCELLANEOUS

19.1 This Agreement shall survive delivery and/or recordation of each may be granted hereunder.

19.2 Each party shall be responsible for its own costs, including legal fees, in negotiating or finalizing this Agreement, unless otherwise agreed by the Parties.

19.3 Sound Transit shall not be deemed in default with the provisions of this Agreement where performance was rendered impossible by war or riots, civil disturbances, floods, or other natural catastrophes beyond Sound Transit's control; the unforeseeable unavailability of labor or materials; labor stoppages or slowdowns; or power outages exceeding back-up power supplies. This Agreement shall not be revoked or Sound Transit penalized for such noncompliance, provided that Sound Transit takes immediate and diligent steps to return to compliance and to comply as soon as practicable under the circumstances without duly endangering the health, safety, and integrity of Sound Transit's employees or property, or health, safety, and integrity of the public, Public Rights of Way, public property, or private property.

19.4 This Agreement may be amended only by a written instrument executed by each of the parties hereto, save and except for revisions or modifications to **Exhibit C** as provided for in Section 2.1 herein. No failure to exercise and no delay in exercising, on the part of any party hereto, any rights, power or privilege hereunder shall operate as a waiver hereof except as expressly provided herein.

19.5 This Agreement constitutes the entire agreement of the parties with respect to the subject matters hereof, and supersedes any and all prior negotiations, oral and written, understandings and agreement with respect hereto.

19.6 Section headings are intended as information only, and shall not be construed with the substance of the section they caption.

19.7 This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all counterparts together shall constitute but one and the same instrument.

SECTION XX. LEGAL FORUM

This Agreement shall be interpreted, construed and enforced in accordance with the laws of the State of Washington. Venue for any action under this Agreement shall be King County, Washington.

SECTION XXI. INTERPRETATION

This Agreement is executed by all parties under current interpretations of applicable federal, state or local statute, ordinance, law, or regulation.

SECTION XXII. SEVERABILITY

In case any term of this Agreement shall be held invalid, illegal, or unenforceable in whole or in part, neither the validity of the remaining part of such term nor the validity of the remaining terms of this Agreement shall in any way be affected thereby.

IN WITNESS WHEREOF, each of the parties hereto has executed this Light Rail Transit Way Agreement by having its authorized representative affix his/her name in the appropriate space below.

SOUND TRANSIT

By: _____
Peter M. Rogoff, Chief Executive Officer

Date: 2-27-19

Authorized by Motion M2018-123 on October 25th, 2018

Approved as to form:

By: _____
~~Stephen G. Sheehy~~, AMY JO PEARSALL
Senior Legal Counsel

CITY OF DES MOINES

By: _____
Michael Matthias, City Manager

Date: 12.11.18

Approved by Ordinance No. 1705 at the October 4, 2018 Des Moines City Council meeting.

Approved as to form:

By: _____
Tim George
City Attorney

Exhibit A: General Description of Light Rail Alignment and Station Location(s)
Exhibit B: Graphic Representation of Light Rail Alignment and Station Location(s)
Exhibit C: Federal Way Link Extension Plans and Profiles
Exhibit D: Track Access Procedures (June 15, 2015)

This Page Intentionally Left Blank

EXHIBIT A

GENERAL DESCRIPTION OF LIGHT RAIL ALIGNMENT AND STATION LOCATION

General Description of Federal Way Link Extension Alignment in Des Moines
Route: Approximately 1.1 miles from the northern City limits on the north side of S 216th Street in a combination of retained cut, retained fill, at-grade, and elevated structures to the City limits at Kent Des Moines Road.

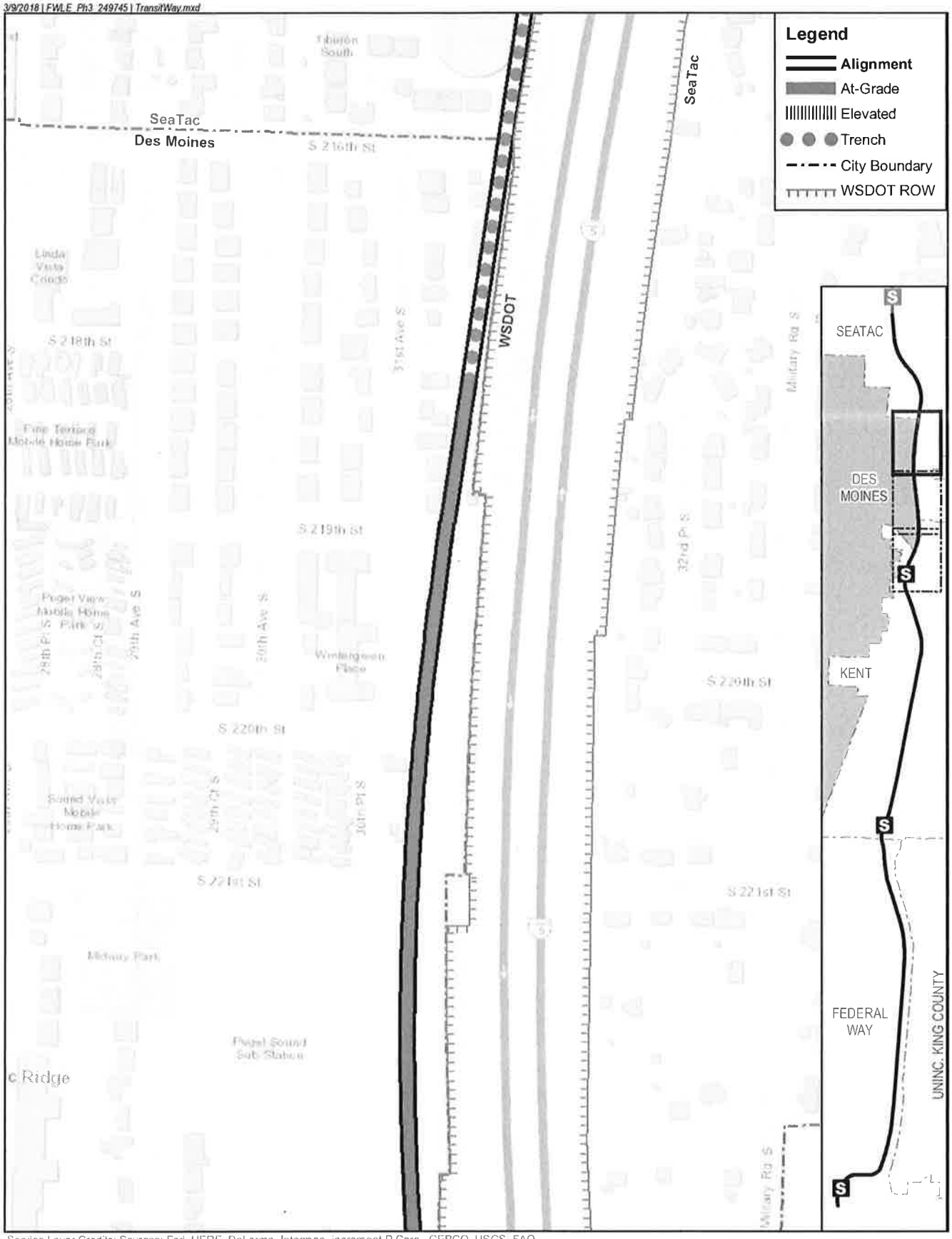
This Page Intentionally Left Blank

EXHIBIT B:

LIGHT RAIL ALIGNMENT AND STATION LOCATIONS

This Page Intentionally Left Blank

3/9/2018 | FWLE_Ph3_249745 | TransitWay.mxd



Service Layer Credits: Sources: Esri, HERE, DeLorme, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), swisstopo, MapmyIndia, © OpenStreetMap contributors, and the GIS User Community

N

0 75 150 300 450 Feet

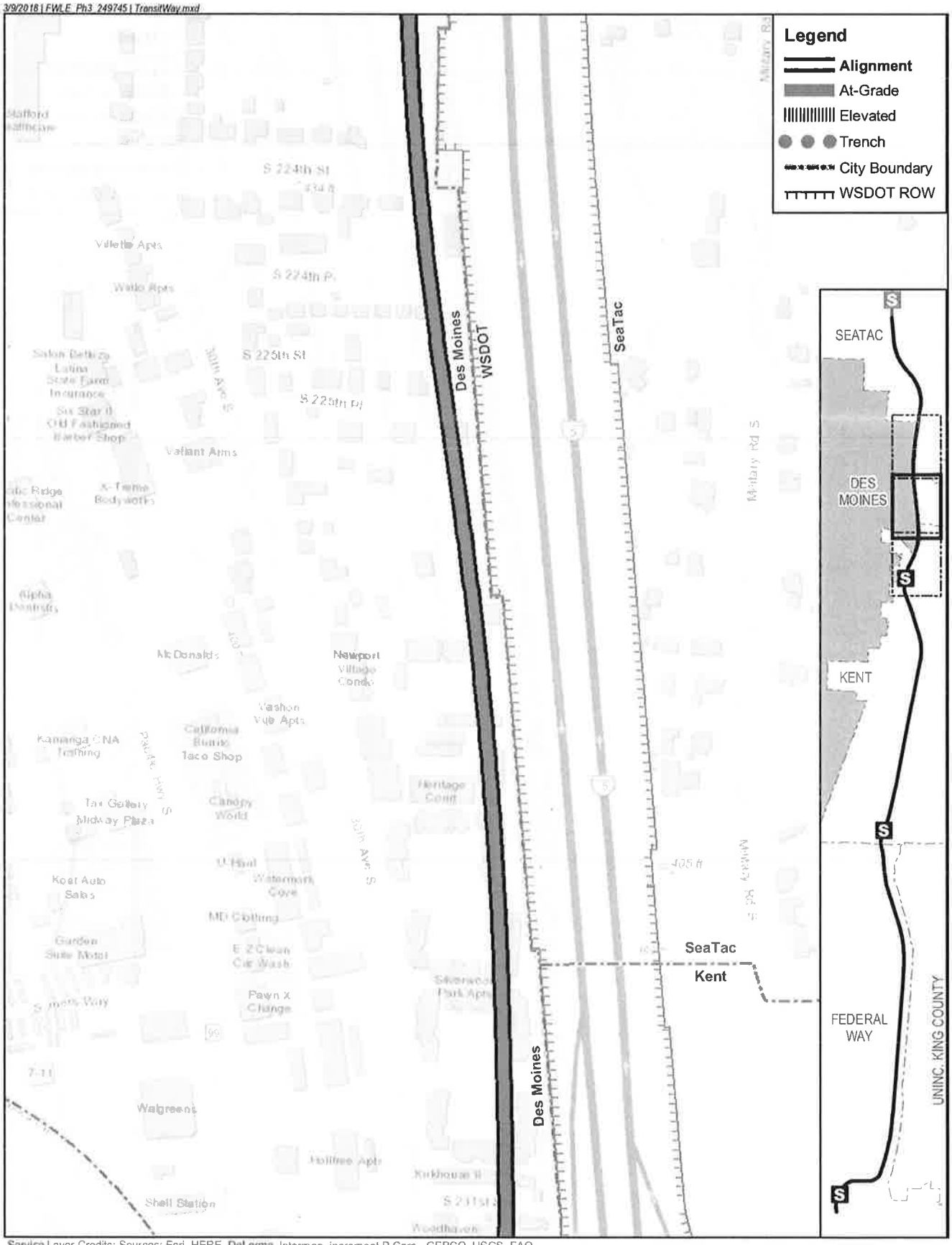
EXHIBIT B-1

Light Rail Alignment and Station Locations

City of Des Moines

Federal Way Link Extension

3/9/2018 | FWLE_Ph3_249745 | TransitWay.mxd



Service Layer Credits: Sources: Esri, HERE, DeLorme, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), swisstopo, MapmyIndia, © OpenStreetMap contributors, and the GIS User Community

N

0 75 150 300 450 Feet

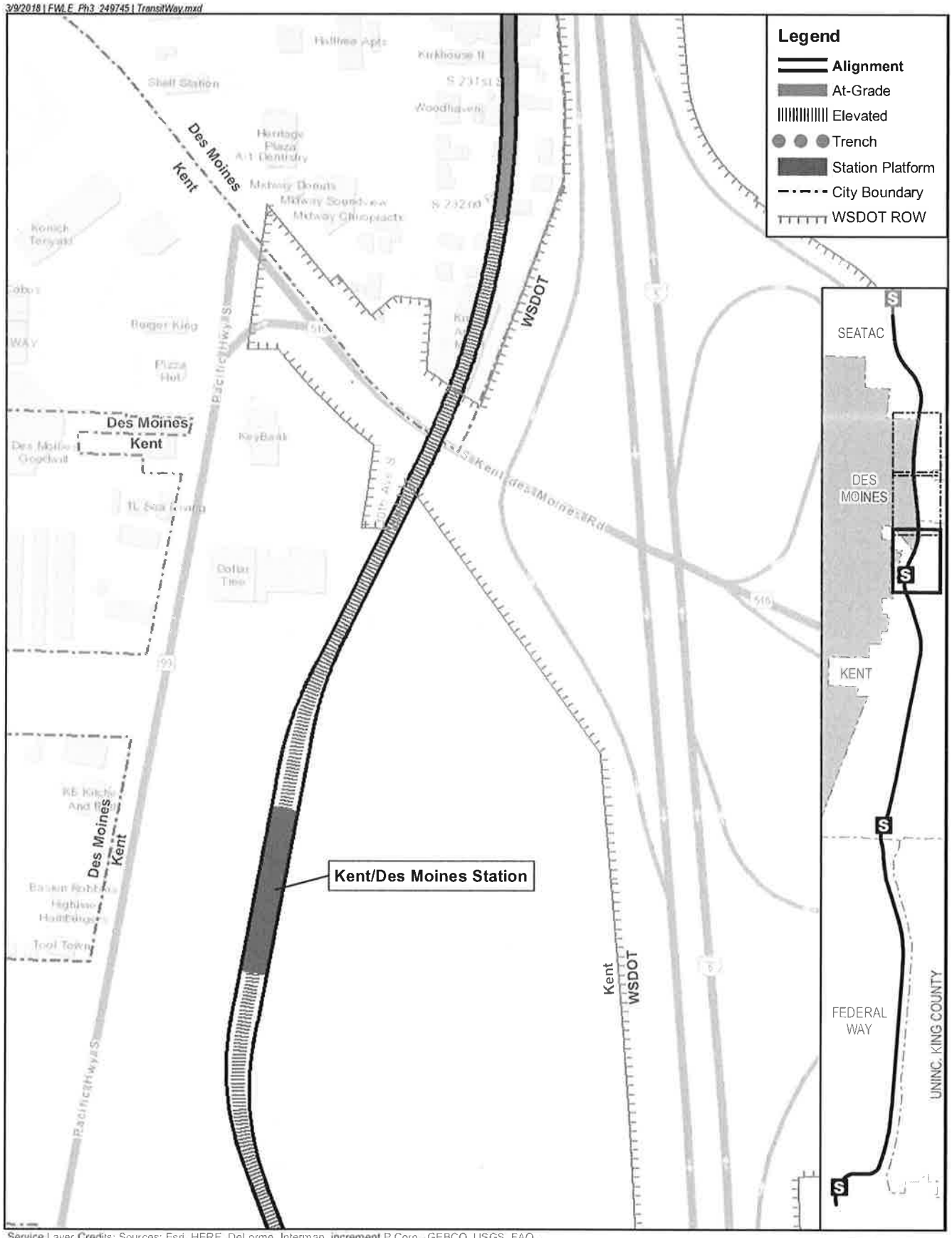
EXHIBIT B-2

Light Rail Alignment and Station Locations

City of Des Moines

Federal Way Link Extension

3/9/2018 | FWLE_Ph3_249745 | TransitWay.mxd



Service Layer Credits: Sources: Esri, HERE, DeLorme, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), swisstopo, MapmyIndia, © OpenStreetMap contributors, and the GIS User Community

N

0 75 150 300 450 Feet

EXHIBIT B-3

Light Rail Alignment and Station Locations

City of Des Moines

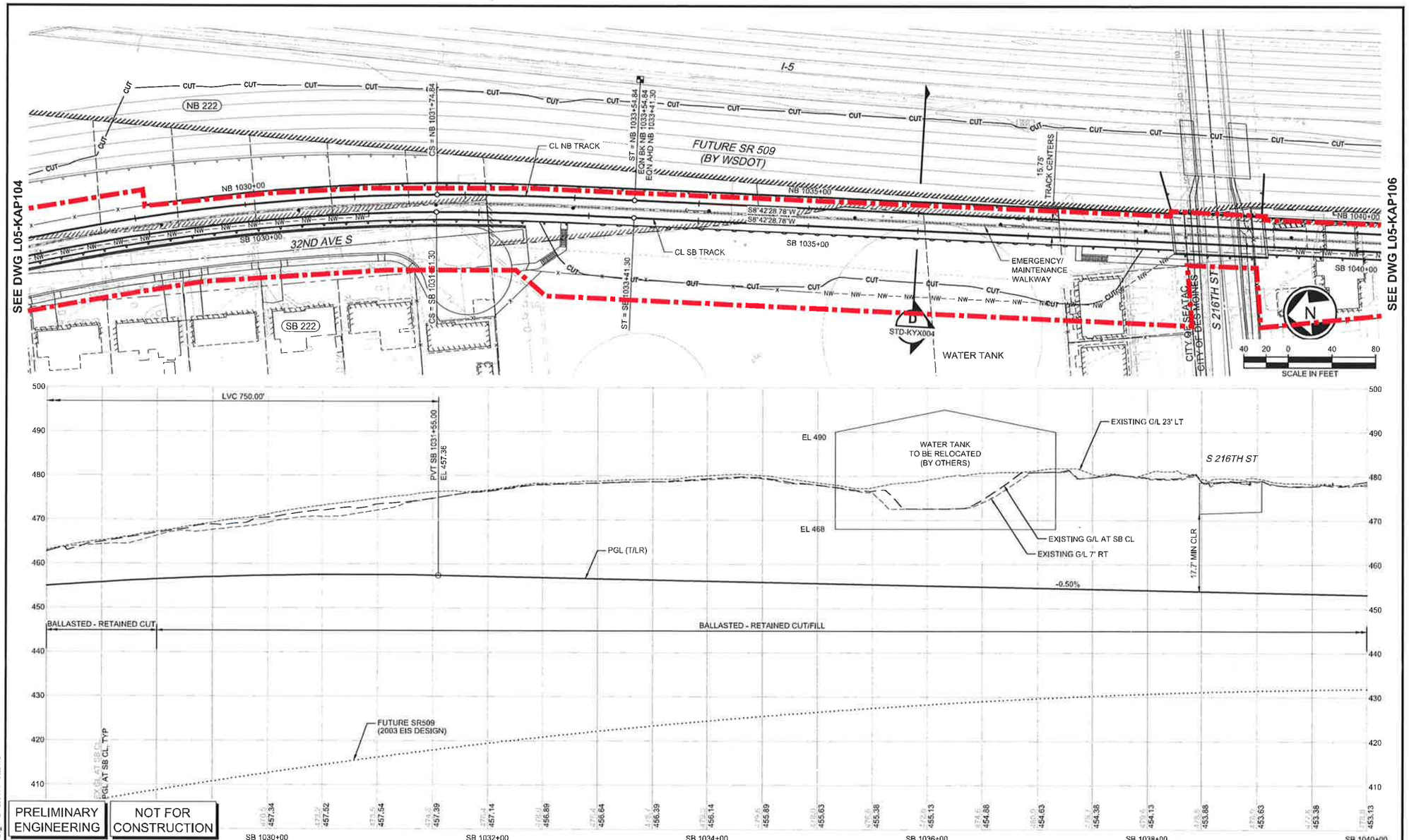
Federal Way Link Extension

This Page Intentionally Left Blank

EXHIBIT C:

PLAN AND PROFILES

This Page Intentionally Left Blank



PRELIMINARY ENGINEERING

NOT FOR CONSTRUCTION

CONCEPTUAL DESIGN DRAWINGS

No.	DATE	DSN	CHK	APP	REVISION

DESIGNED BY: A. WHALEN
DRAWN BY: P. ITO
CHECKED BY:
APPROVED BY:

ALLEN K. WHALEN, STATE OF WASHINGTON, REGISTERED PROFESSIONAL ENGINEER

HDR

paula ITO CADD services, llc

SUBMITTED BY: EDWARD HERALD
DATE: 09/29/2017
REVIEWED BY:

LINE IS 1" AT FULL SCALE

SOUNDTRANSIT

DATE: 09/29/2017
DATE: 09/29/17

SCALE: H: 1"=40'; V: 1"=10'
FILENAME: FWEA-L05-KAP105
CONTRACT No.:

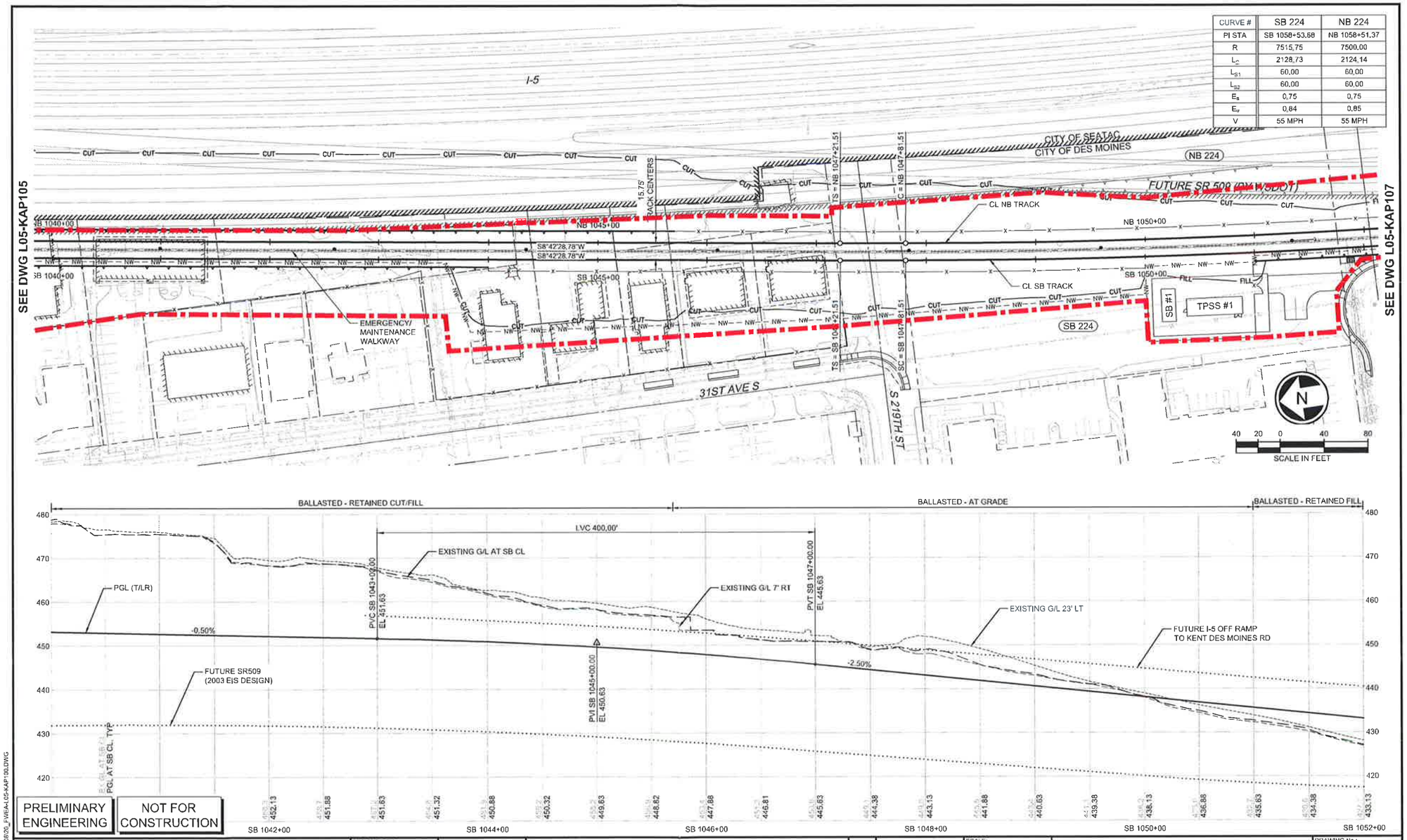
FEDERAL WAY LINK EXTENSION
CONTRACT NUMBER

TRACK
PLAN AND PROFILE
SB STA 1028+00 TO SB STA 1040+00

DRAWING No.: L05-KAP105
FACILITY ID: L05
SHEET No.: 190
REV:

11/09/17 | 3:46 PM | ITOP
C:\PWWORKING\SEA\D1549508\20_FWEA-L05-KAP100.DWG

CURVE #	SB 224	NB 224
PI STA	SB 1058+53.58	NB 1058+51.37
R	7515.75	7500.00
L_C	2128.73	2124.14
L_{S1}	60.00	60.00
L_{S2}	60.00	60.00
E_a	0.75	0.75
E_u	0.84	0.85
V	55 MPH	55 MPH



PRELIMINARY ENGINEERING

NOT FOR CONSTRUCTION

CONCEPTUAL DESIGN DRAWINGS

No.	DATE	DSN	CHK	APP	REVISION

DESIGNED BY: A. WHALEN
DRAWN BY: P. ITO
CHECKED BY:
APPROVED BY:

ALLEN K. WHALEN — STATE OF WASHINGTON — REGISTERED PROFESSIONAL ENGINEER

HDR

SUBMITTED BY: EDWARD HERALD — DATE: 09/29/2017 — REVIEWED BY:

paula ITO CADD services, llc

LINE IS 1" AT FULL SCALE

SOUNDTRANSIT

DATE: 09/29/2017

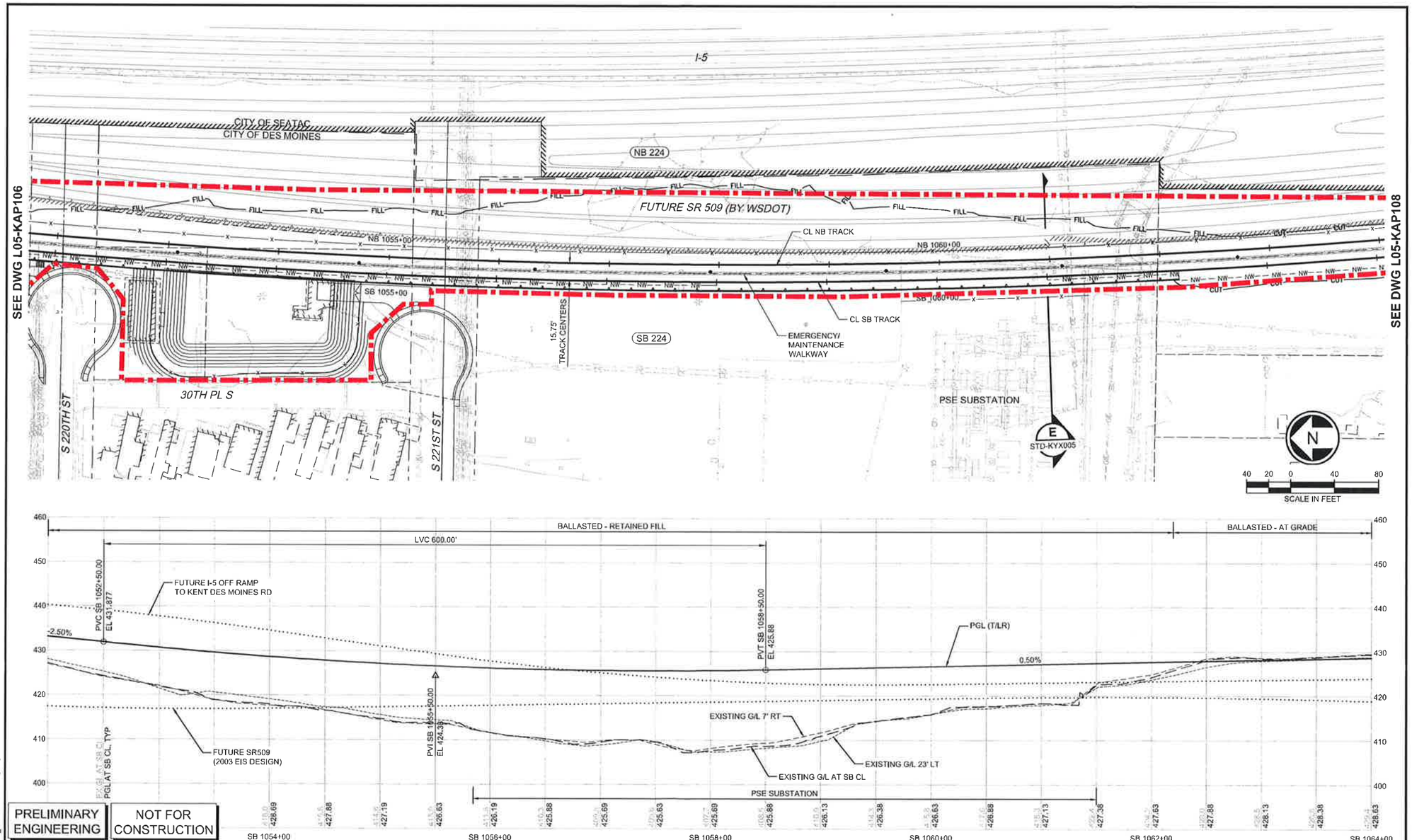
SCALE: H: 1"=40'; V: 1"=10'
FR FNAME: FWEA-L05-KAP106
CONTRACT No.
DATE: 09/29/17

FEDERAL WAY LINK EXTENSION
CONTRACT NUMBER

TRACK
PLAN AND PROFILE
SB STA 1040+00 TO SB STA 1052+00

DRAWING No.: **L05-KAP106**
FACILITY ID: L05
SHEET No.: 191
REV.

11/09/17 | 3:17 PM | ITOP
C:\PWWORKING\SEA\D1549506\30_FWEA-L05-KAP100.DWG



PRELIMINARY ENGINEERING

NOT FOR CONSTRUCTION

CONCEPTUAL DESIGN DRAWINGS

No.	DATE	DSN	CHK	APP	REVISION

DESIGNED BY: A. WHALEN
DRAWN BY: P. ITO
CHECKED BY:
APPROVED BY:

HDR

paula ITO CADD services, llc

LINE IS 1" AT FULL SCALE

SUBMITTED BY: EDWARD HERALD
DATE: 09/29/2017
REVIEWED BY:

SOUNDTRANSIT

SCALE: H: 1"=40'; V: 1"=10'
FILENAME: FWEA-L05-KAP107
CONTRACT No.:
DATE: 09/29/17
DATE: 09/29/17

FEDERAL WAY LINK EXTENSION
CONTRACT NUMBER

TRACK
PLAN AND PROFILE
SB STA 1052+00 TO SB STA 1064+00

DRAWING No.: L05-KAP107
FACILITY ID: L05
SHEET No.: 192
REV.

11/09/17 | 3:48 PM | ITOP
C:\PWWORKING\SEA\D1549508\20_FWEA-L05-KAP100.DWG

CURVE #	SB 226	NB 226
PI STA	SB 1078+96.40	NB 1078+97.34
R	10,000.00	10,015.75
L_{cl}	1195.21	1197.09
E_x	0.00	0.00
E_u	1.20	1.20
V	55 MPH	55 MPH

PRELIMINARY ENGINEERING

NOT FOR CONSTRUCTION

CONCEPTUAL DESIGN DRAWINGS

No.	DATE	DSN	CHK	APP	REVISION

DESIGNED BY: A. WHALEN
DRAWN BY: P. ITO
CHECKED BY:
APPROVED BY:

SUBMITTED BY: EDWARD HERALD
DATE: 09/29/2017
REVIEWED BY:

paula ITO CADD services, llc

LINE IS 1" AT FULL SCALE

SOUNDTRANSIT

DATE: 09/29/17

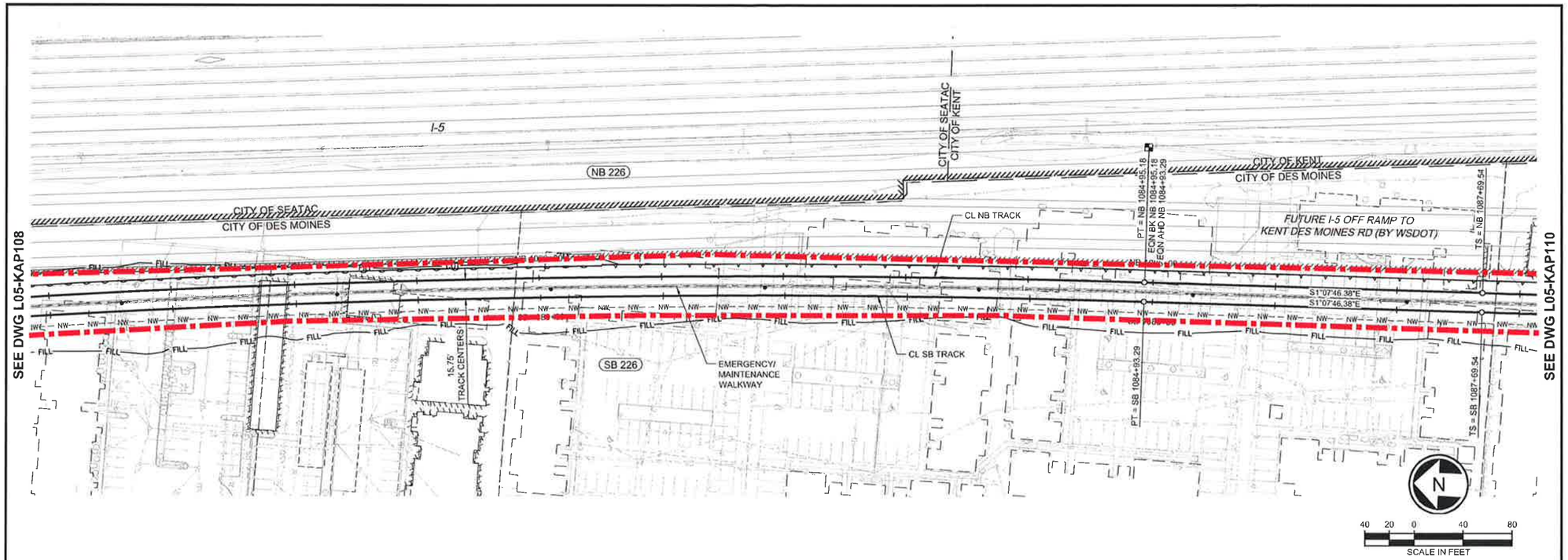
SCALE: H: 1"=40'; V: 1"=10'
FILENAME: FWEA-L05-KAP108
CONTRACT No.

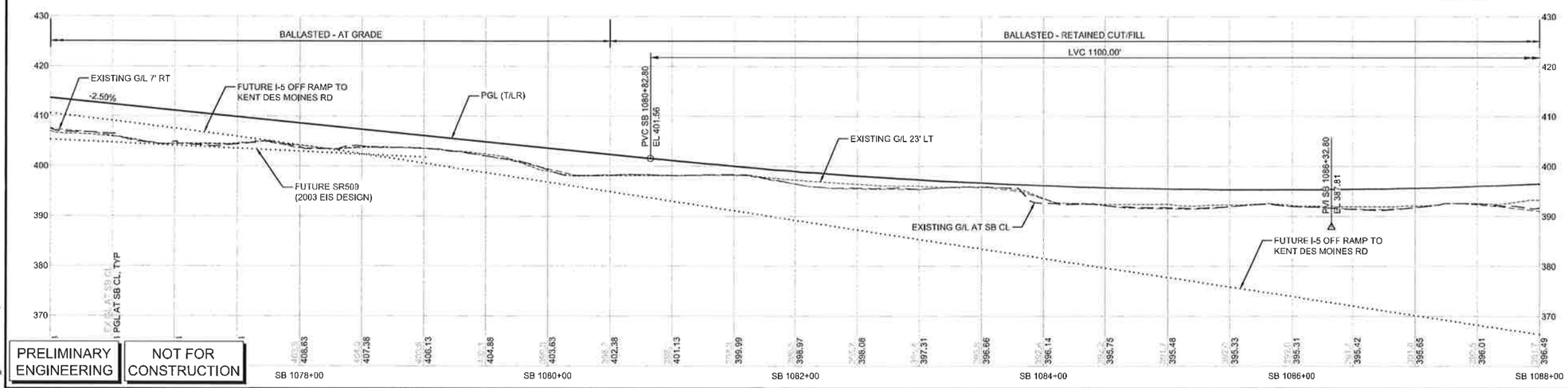
FEDERAL WAY LINK EXTENSION
CONTRACT NUMBER

TRACK
PLAN AND PROFILE
SB STA 1064+00 TO SB STA 1076+00

DRAWING No.: L05-KAP108
FACILITY ID: L05
SHEET No.: 193
REV.

11/09/17 | 3:49 PM | ITOP
C:\PWWORKING\SEA\D1549508\20_FWEA-L05-KAP100.DWG





PRELIMINARY ENGINEERING

NOT FOR CONSTRUCTION

CONCEPTUAL DESIGN DRAWINGS

No.	DATE	DSN	CHK	APP	REVISION

DESIGNED BY: A. WHALEN
DRAWN BY: P. ITO
CHECKED BY:
APPROVED BY:

SUBMITTED BY: EDWARD HERALD
DATE: 09/29/2017
REVIEWED BY:

paula ITO CADD services, llc

LINE IS 1" AT FULL SCALE

DATE: 09/29/2017

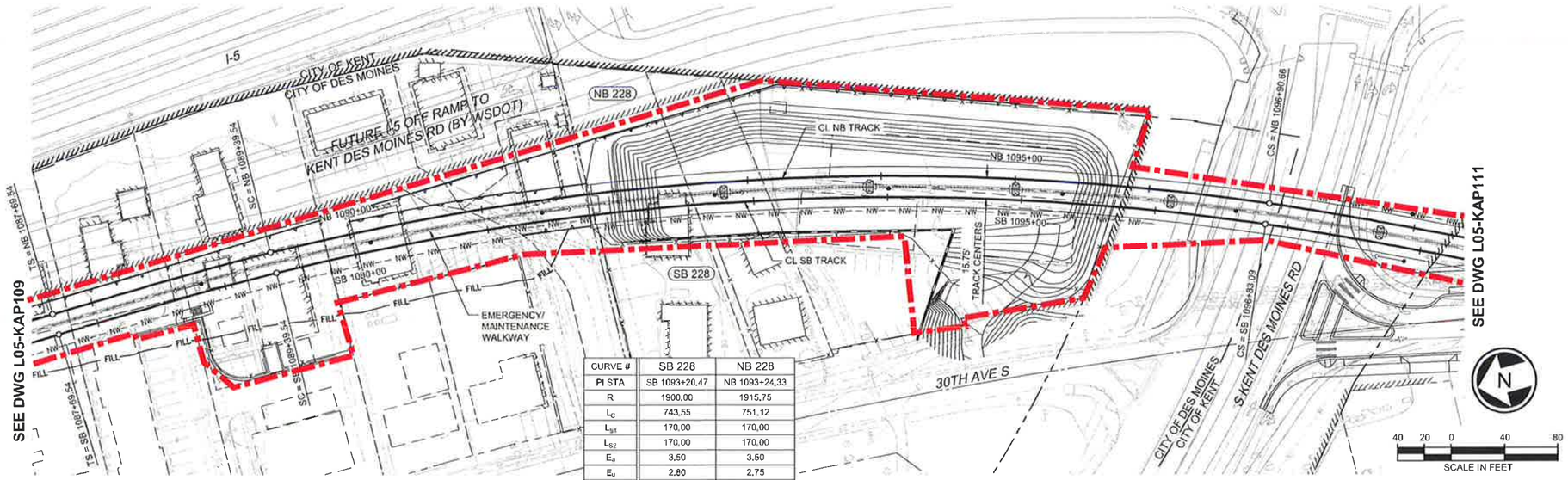
SCALE: H: 1"=40'; V: 1"=10'
FILENAME: FWEA-L05-KAP109
CONTRACT No.:
DATE: 09/29/17

FEDERAL WAY LINK EXTENSION
CONTRACT NUMBER

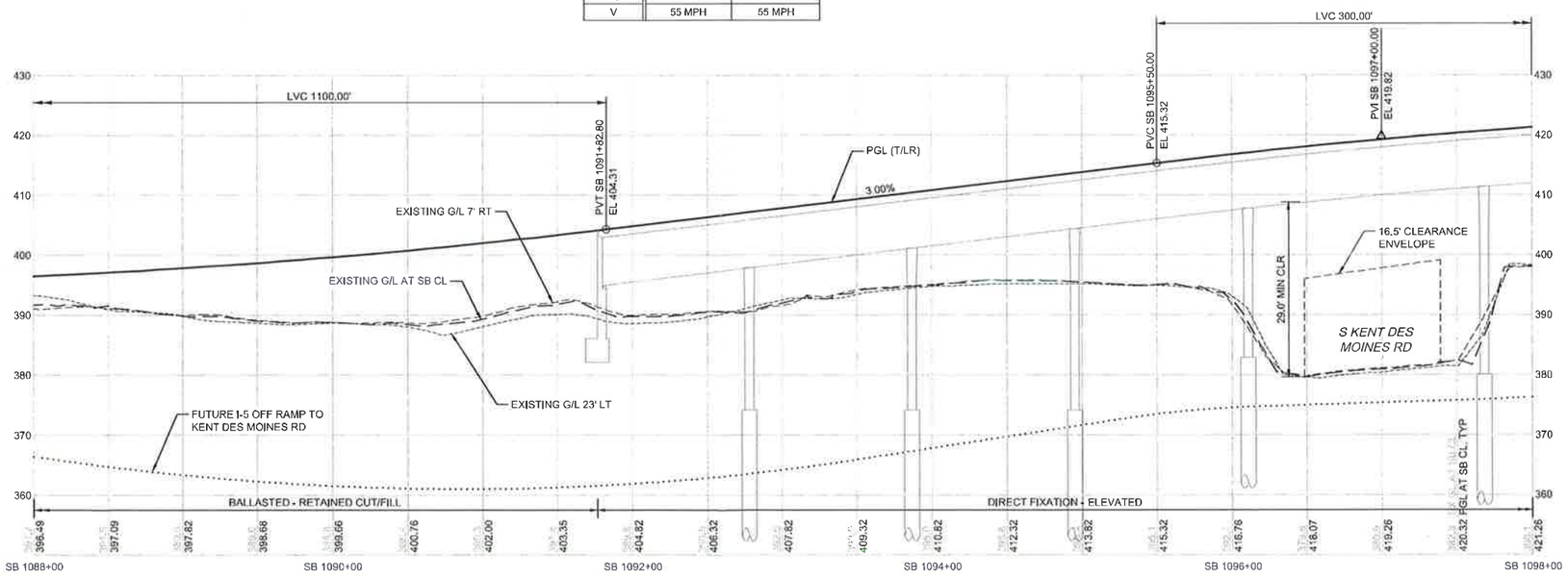
TRACK
PLAN AND PROFILE
SB STA 1076+00 TO SB STA 1088+00

DRAWING No.: L05-KAP109
FACILITY ID: L05
SHEET No.: 194
REV.

11/09/17 | 3:50 PM | ITOP
C:\PWWORKING\SEA\D1549508\0_FWEA-L05-KAP109.DWG



CURVE #	SB 228	NB 228
PI STA	SB 1093+20.47	NB 1093+24.33
R	1900.00	1915.75
L_C	743.55	751.12
L_{S1}	170.00	170.00
L_{S2}	170.00	170.00
E_a	3.50	3.50
E_u	2.80	2.75
V	55 MPH	55 MPH



PRELIMINARY ENGINEERING

NOT FOR CONSTRUCTION

CONCEPTUAL DESIGN DRAWINGS

No.	DATE	DSN	CHK	APP	REVISION

DESIGNED BY: A. WHALEN
DRAWN BY: P. ITO
CHECKED BY:
APPROVED BY:

ALLEN K. WHALEN, STATE OF WASHINGTON, REGISTERED PROFESSIONAL ENGINEER

HDR

paula ITO CADD services, llc

LINE IS 1" AT FULL SCALE

SUBMITTED BY: EDWARD HERALD
DATE: 09/29/2017
REVIEWED BY:
DATE: 09/29/2017

SOUNDTRANSIT

SCALE: H: 1"=40'; V: 1"=10'
FILENAME: FWEA-L05-KAP110
CONTRACT No.:
DATE: 09/29/17

FEDERAL WAY LINK EXTENSION
CONTRACT NUMBER

TRACK
PLAN AND PROFILE
SB STA 1088+00 TO SB STA 1098+00

DRAWING No.: L05-KAP110
FACILITY ID: L05
SHEET No.: 195
REV.

11/09/17 | 3:51 PM | ITOP
C:\PWWORKING\SEA\D1549508\20_FWEA-L05-KAP100.DWG

EXHIBIT D:

TRACK ACCESS PROCEDURES

This Page Intentionally Left Blank

King County
Department of Transportation
Metro Light Rail Section

SOUNDTRANSIT
RIDE THE WAVE

Standard Operating Procedure	SOP 6.15	Page 1 of 11
	Date of Issue: June 26, 2015	Revision: 3

TRACK ACCESS PROCEDURES

Approved: _____ Date: 6/5/15
Michael Avery, Manager, KC Metro Rail Section

Approved: _____ Date: 6-5-15
Paul Denison, Director, Sound Transit Light Rail Operations

Approved: _____ Date: 6-5-2015
Tom Jones, Operations Superintendent, KC Metro Rail Section

Approved: _____ Date: 6.5.2015
Marie Olson, Link Transportation Manager, Sound Transit Light Rail

1.0 PURPOSE

To provide the process for managing track access to the Link Light Rail System right of way including the Downtown Seattle Transit Tunnel (DSTT).

2.0 DEFINITIONS

Controller–The designated employee on duty in the Link Control Center (LCC) having authority over the entire Light Rail System, including all rail and bus movement in the DSTT.

Downtown Seattle Transit Tunnel (DSTT)—The tunnel portion of the Link Light Rail System located in the Seattle Central Business District which has joint operations of buses and light rail trains.

Employee In Charge (EIC)–The designated KCM employee, with a current KCM Light Rail EIC training certificate, that is in charge of a work group. The EIC shall be assisted by flaggers when necessary.

KCM – King County Metro

Link Control Center (LCC)-The primary location for controlling, monitoring and dispatching the entire Link Rail System including rail and bus operations in the DSTT. Also used to address the controller in charge of the rail system at any given time.

Lockout and Tagout (LOTO)-A procedure for safely de-energizing a section of the OCS and/or TPSS to protect personnel working on or within 10 feet of the overhead. It requires the use of locks and tags, voltage testers, placement grounds, cables, strobes, cones, flags and signs.

Overhead Contact System (OCS)-The overhead wires and equipment that distribute electric power from substations to light rail vehicles.

Power and Facilities (P&F)-A work group of King County Metro responsible for trolley bus OCS and facilities maintenance including the DSTT. Power and Facilities authorization is required for any work planned in the DSTT.

Red Tag—A red tag is used to lockout / tagout necessary systems when working within 10 feet of the OCS. A red tag for lock out / tagout may also be required for work on other elements of the system as designated by the KCM Rail Section Manager or designee.

Right Of Way (ROW)–The area that extends 10 feet from the nearest rail and/or property dedicated to light rail operations.

ST – Sound Transit

Track Access – The management, scheduling, and authorization of access to employees and contractors to perform work on, near or adjacent to the right of way or any Sound Transit facilities.

Track Access Coordinator–The individual designated by the KC Rail Manager or designee, responsible for the coordination and management of all work performed on the ROW by non-KCM personnel.

Track Allocation Request/Work Permit Form—A document used by non-KCM personnel to request authorization to perform work on, near, or adjacent to the ROW. Once approved, the Track Allocation Request /Work Permit Form serves as written authorization to allow such work to be performed and restricted such work to specific areas and time periods. Herein referred to as permit requests or work permits once authorized.

Trackway– The area extending 10 feet from the nearest rail not designated for public use or separated from the rail by a permanent, fixed barrier.

Work Plan – An outline of all tasks or tests associated with work related to permit requests, including but not limited to: Date range of planned work, list of participant names, individual roles and responsibilities, detailed work description, maps, tools/equipment listing, and safety plan.

WP&S – Way, Power, and Signal

VM – Vehicle Maintenance

3.0 REQUIREMENTS

3.1 All persons except for KCM Rail Section personnel and KCM Power & Facilities (P&F) personnel must have an approved work permit prior to performing work within the Link ROW.

3.2 In order to ensure the safety of personnel and equipment, and the safe movement of trains along the Link alignment and buses in the DSTT, access to the ROW must be planned and approved by the KCM Track Access Coordinator prior to the performance of any work by non-KCM personnel.

3.3 All permit requests must include a comprehensive description of planned work. Work plans are required to adequately describe the scope of planned work. Work that is scheduled to last more than one week must have a work plan with each permit request submittal.

3.4 If permit requests include work that may either require access to the trackway or impact service, contact the Link Track Access Office at least 15 business days (3 weeks) prior to the desired start of work.

3.5 The KCM Track Access Coordinator reserves the right to refer permit requests and/or work plans to the appropriate KCM or ST Subject Matter Expert for technical review as needed.

3.6 Any work planned to occur in the DSTT must be coordinated with both the KCM Track Access Coordinator and the KCM Power and Facilities Department. Work permits must be issued by both offices prior to DSTT work taking place.

3.7 The Rail Manager or designee has final authority concerning the issuance of work permits.

3.8 Rail Operations reserves the right to cancel authorization to work in the ROW at any time.

3.9 In the event of an emergency that requires immediate action to safeguard persons or property, LCC may permit immediate access to the ROW as needed without a permit.

3.10 Primary contractors and subcontractors are required to obtain permits for their work. Subcontractors will not be allowed to work under the permit of the primary contractor/permit holder.

3.11 If a permit requires support from KCM WP&S, KCM Facilities, KCM Vehicle Maintenance, and/or KCM Operations, coordination in advance is required. For these permits, notification to appropriate support department(s) of intent to use or to cancel the permit is required both 24 hours and 1 hour in advance of the start time. Failure to make these notifications to KCM will result in cancellation of the permit.

3.12 Permitted work must adhere to all conditions of the permit including permitted time, location and other restrictions. Performing work not identified on the respective permit will result in an immediate suspension of the work and revocation of the permit.

3.13 LCC must be contacted to open the permit before any work begins. LCC must be contacted to close the permit once all work is complete and all workers and equipment are clear of the ROW. Notifications to LCC are required each time before entering or exiting the trackway during the permitted time period. When an EIC has been assigned to a work group,

the work permit shall be opened and closed by the EIC only. Work permits not requiring an EIC may be opened and closed by the individual designated on the work permit.

3.14 All personnel who perform work within the ROW must have successfully completed the appropriate tier KCM ROW safety training course.

3.15 All persons working in the ROW must have their ROW card in their possession.

3.16 All persons in the ROW, whether Link employees or others, shall immediately follow all orders from the LCC unless it is unsafe to do so.

4.0 PROCEDURES

4.1 To obtain a Track Allocation Request/Work Permit Form, contact the Link Track Access Coordinator at LinkTrackAccess@soundtransit.org.

4.2 The completed permit request must be submitted as a Word document to the Track Access Coordinator no later than Monday at 0800 for the Permit Week beginning the following Monday. The Permit Week begins each Monday morning at 0001 and ends the following Sunday at 2400.

Note: Time sensitive work, as determined by KCM, that was not requested by the deadline may be approved at the discretion of the Track Access Coordinator.

4.3 Work plans shall be submitted with the Track Allocation Request/Work Permit Form.

Note: Work plans involving SCADA systems must be approved by the Sound Transit IT SCADA Engineer and the KCM SCADA Chief prior to submitting a permit request.

4.4 Each Tuesday, the Track Access Coordinator shall meet with KCM Rail Department representatives to review permit requests and any

associated work plans. Representatives from all Rail shall be given the opportunity to review permit requests and associated work plans. Support requirements, operational constraints and availability are determined at this meeting.

4.5 Permit requestor(s) or representatives must attend the Track Access Coordination meeting conducted at 1300 on Wednesdays at the Link Operations and Maintenance Facility (OMF) 3407 Airport Way South, Seattle, WA 98134.At this meeting, permit requestor(s) or representatives will meet with KCM and ST staff. The upcoming week's track access schedule will be reviewed and scheduling conflicts or questions concerning the work will be discussed.

Note: If the permit requestor or assigned representative is not present at the meeting, the requested permit may not be approved at the discretion of the Track Access Coordinator.

4.6 Permits are subject to additional requirements as specified by KCM Rail Operations.

4.7 The Track Access Coordinator has final signature authority for issuance of all permits.

4.8 Following signature approval, a PDF file of the original permit will be sent to the requestor no later than the end of business Friday.

4.9 The Track Access Coordinator will produce and distribute a Track Access Report by the end of business on Friday. Report shall include all approved work permits.

4.10 Copies of all approved work permits will be placed in the track access log book kept at the LCC.

4.11 The permit requestor, after receiving a copy of the completed and approved work permit, may plan the work per the instructions on the approved work permit.

4.12 A copy of the approved work permit must be in the possession of the work party at the worksite. Failure to produce a valid work permit upon request will result in removal of the work party from the ROW.

4.13 Once issued, the conditions on a work permit will not be revised. If changes to any conditions are needed, such as day, time, worker protections, etc. then the permit must be cancelled and a new permit issued.

5.0 RESPONSIBILITIES

5.1 LCC may grant special authorization to commence emergency work as needed without a work permit.

5.2 Permit Requestors

5.2.1 As required by KCM, permits requestors must have an approved work permit and associated work plan prior to commencement of work.

5.2.2 Permits are required regardless of the scope of work. A copy of the approved work permit must be in the possession of the work party at the worksite. Failure to produce a valid work permit upon request will result in removal of the work party from the ROW.

5.3 Employee in Charge (EIC)

5.3.1 The EIC shall open and close work permits with LCC. The EIC shall only close work permits after confirming that all personnel, equipment and material are clear of the ROW and that all systems have been restored to their normal state.

5.3.2 Conduct a job/safety briefing with the contractor and crew prior to the start of work

5.3.3 Suspend all work activities if any member of the contractor work crew is found to be in violation of the conditions of the contractor work permit(s) or does not have a valid permit onsite.

5.4 Link Control Center

5.4.1 Facilitate immediate access to the ROW in the event of an emergency.

5.4.2 Authorize access to the Link ROW to those performing routine maintenance if access does not unduly affect the safe, efficient movement of trains or buses.

5.4.3 Inform operators of workers and work parties entering and leaving the trackway.

5.4.4 Coordinate activities with those performing work to ensure minimal impact on train and bus movement as well as automobile and pedestrian traffic.

5.4.5 Coordinate non-routine activities and assist with sectionalization as required.

5.4.6 Suspend work permits if required to ensure the safety of people and/or property, or during major service interruptions where the need to restore service is critical.

5.4.7 Ensure all work activities being performed within the Link ROW are recorded in the Track Access Permit Log. The EIC for each permit, if applicable, should be included on this log.

5.5 Field Supervisors

5.5.1 Monitor and report ROW activity violations or unsafe conditions to LCC.

6.0 APPENDICES

Appendix1: Track Access Request/Work Permit Form
Appendix2: Track Allocation Work Plan Template

7.0 SUMMARY OF CHANGES

Initial Issue-3/7/08

Revision1–4/3/09

- Changed the signature block and minor text changes in the body of the document.
- Revised Track Access Request/Work Permit Form

Revision2–6/27/13

- Updated Definitions section
- Updated Requirements section
- Updated Procedures section

Revision3–6/26/15

- Updated Definitions section
- Updated Responsibility section
- Updated Procedures section
- Updated Requirements section
- Updated Appendix
- Complete Revision

Appendix1: Track Allocation Request / Work Permit Form

King County
Department of Transportation
Metro Transit Rail Operations

TRACK ALLOCATION REQUEST/ WORK PERMIT FORM

LCC (206) 205-8177 Permit # P15-02-

Company Name:		Main Office Phone:
Work Crew Leader's Name:		After Hours Phone:
Number of Work Sites:	Number of Employees:	On Site Phone #:
Type of Work to be Performed:		
Equipment to be Used:		
Exact Location of Work:	NORTH ☐	SOUTH ☐
At:	Between:	And:
Start Date:	Time:	End Date: Time:

PROTECTION REQUIRED

De-Energize TPSS		Lockout Tags		Work Zone		KCM Link Staff on Site	
Energize TPSS							
De-Energize OCS		Lockout Locks		Flagger's Required		24 hrs and 1 hr advance notice for support	
Energize OCS							
Signals Lockout		Track Switching		LRV Operations			
Gates Lockout							

Special Requirements:

Date	Time

CONTRACTOR AGREEMENT

I will notify the LCC by radio or the number at the top of this permit prior to entering the ROW, any time I leave/re-enter the work area, the scope of the work changes, and upon completion of the work. All workers must carry their ROW card at all times. Failure to do so WILL result in cancellation of this permit by the LCC or KC Metro Light Rail Operations Personnel. I have read and understand the rules and requirements detailed in this permit and will abide by them. This Permit may be revoked at any time for violation of rules & requirements or as deemed necessary for the safety of personnel and equipment.

Contractor's Rep. (and contact number): Date:

KCM LINK AUTHORIZATION

Facilities Dept: Ian Bennett 206 290-1784 cell: 206-903-7492 ☎: ian.bennett2@soundtransit.org Mike Erickson 206 255-7349 cell Michael.erickson@soundtransit.org	Traction Power Dept: Melda Hickman 206-423-3677 cell 206-903-7720 melda.hickman@soundtransit.org Pam Smith-Graham 206 295-5822 cell Pamela.Smith-Graham@soundtransit.org	Restricted Access Office: Approved ☐ Denied ☐
SCADA/ Signals/Comm Dept John Humphrey 206-255-7786 cell, 206 903 7718 ☎: john.humphrey@soundtransit.org	Track Dept: Mike Larson 206-255-0482 cell 206-903-7723 mike.larson@soundtransit.org	

KCM LINK Representative: Tam Swett 206 903-7670 ☎: tam.swett@soundtransit.org, Kathy Morgan 206 903-7692 ☎: Kathy.morgan@soundtransit.org Date:

IMPORTANT

Permit must be available for review and on the work site at all times.

Distribution: Original Track Access Coordinator, PDF Copy to Contractor, PDF Copy to LCC Revision date 2/17/15

Appendix2: Work Plan Template

EXAMPLE TRACK ALLOCATION WORK PLAN

Please note: This document is an example only and does not constitute the only type of acceptable work plan. This document outlines the types of information needed to assess risk to the system and determine support requirements. Submitter assumes all liability for accuracy and completeness of work plans.

Date:

SUBMITTED BY (name and contact information):

APPROVING AUTHORITY FOR THIS WORK (Sound Transit Project Manager or other Approving Authority – name and contact information):

Description of Work:

Proposed Work Start Date:

Duration of Project: ***(If a multiple week project, what progress point are you working in:- -Give info by Week, example: week 1 of 4, etc.)***

Schematics & Drawings Attached(Y/N):

Employees on site: (Give names of all employees on site)

ROW Training Complete: (Y/N, indicate for each employee):

LIST OF EQUIPMENT:

- **Materials:**
- **Vehicles:**
- **Staging locations:**

SUPPORT REQUIRED:

- **Department:**
- **EIC:**
- **Support only:**
- **Other:**

SAFETY PLAN:

- **Safety Requirements:**
- **PPE:**