

**FEDERAL WAY LINK EXTENSION PROJECT DEVELOPMENT AGREEMENT  
BETWEEN THE CITY OF DES MOINES AND SOUND TRANSIT**

This Development Agreement (“Agreement”) is entered into, by and between the CITY OF DES MOINES (“City”), a Washington municipal corporation (“City”) and the CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY (“Sound Transit”), a regional transit authority. Under the authority of RCW 36.70B.170-210 and in consideration of the mutual covenants contained herein, the City and Sound Transit do hereby agree as follows regarding the Federal Way Link Extension (“Project”).

**RECITALS**

- A. The City is a non-charter optional municipal code city incorporated under the laws of the State of Washington, with authority to enact laws and enter into development and right-of-way agreements to promote the health, safety, and welfare of its citizens.
- B. Sound Transit is a regional transit authority 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.
- C. This Agreement is authorized by RCW 36.70B.170 through .210. In addition, the City has adopted regulations governing development agreements, as set forth in section 18.35.020 of the Des Moines Municipal Code (DMMC), and those regulations allow a property owner to apply to the City to enter into a development agreement to address project development standards including, design standards, project phasing, review procedures, vesting, and other appropriate development requirements.
- D. In November 2008, central Puget Sound area voters approved an extensive program of transportation projects to be implemented over the 15-year timeframe from 2009 – 2023 known as the Sound Transit 2 (ST2) Plan. Among other projects identified for implementation, ST2 included the extension of the Link light rail transit system from SeaTac to the cities of Kent and Des Moines. In November 2016, voters approved an additional program of transportation projects, known as the Sound Transit 3 (ST3) plan. The ST3 plan included, among other projects, the extension of the Link light rail transit (LRT) system from its ST2 planned terminus at the Kent/Des Moines Station to the Federal Way Transit Center Station in the City of Federal Way as part of the Federal Way Link Extension Project.
- E. Sound Transit and the City have signed a Term Sheet intended to address and document progress toward goals identified by the Sound Transit Board in Motion M2015-56, which directed Sound Transit staff to work with local jurisdictions in the corridor to identify and obtain commitments for permitting processes that would provide certainty and predictability for the Project, such as use of completed Sound Transit Environmental documents and FTA mitigation requirements, establishing a consolidated permit process, amending and resolving technical code requirements that are impractical or infeasible, supporting and accommodating the light rail system in land use plans and development regulations, and allowing for extended vesting or duration of land use approvals.

- F. The Growth Management Act (GMA) (Chapter 36.70A RCW) requires that the City plan for and encourage high capacity transit facilities such as the Federal Way Link Extension (RCW 36.70A.020) and accommodate within the City such essential public facilities (RCW 36.70A.200). Likewise, the GMA grants authority to the City to impose reasonable permitting conditions on the Project.
- G. The City has modified its Landscape Code and other Zoning Code chapters by Ordinance No. 1695, Tree Code by Ordinance No. 1694 and Essential Public Facilities Codes by Ordinance No. 1697 to fulfill its obligations under the GMA to accommodate the Project, reduce Project costs and provide Sound Transit more design flexibility while still adequately protecting Des Moines residents impacted by the Project.
- H. On January 26, 2017, the Sound Transit Board adopted Resolution No. 2017-02, which defined and selected the Federal Way Link Extension alignment, profile, stations, and associated infrastructure to be built between S. 200<sup>th</sup> Street and the Federal Way Transit Center. This action also established the project definition for the Project's National Environmental Policy Act (NEPA) Record of Decision.
- I. On June 28, 2017, the City and Sound Transit executed a City Services Agreement establishing responsibilities for City participation in Project implementation and how Sound Transit would reimburse the City for costs incurred for design review, permitting, and public right-of-way review and approval services as authorized by the terms of the City Services Agreement. On June 28, 2017, the City and Sound Transit executed a Task Order #1 under the City Services Agreement, to address reimbursement for City expenses by Sound Transit during 2017. On April 12, 2018, the City and Sound Transit executed an Amended Task Order #2 under the City Services Agreement, to address reimbursement for City expenses by Sound Transit during 2018 and the first quarter of 2019. The Parties anticipate executing Task Order #3 in early 2019 to address reimbursement for City expenses by Sound Transit through the remainder of the Project. Additional Task Orders will be executed as necessary.
- J. 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. In recognition of the multiple development permits and separate review processes, and the continuing potential for conflict, overlap, and duplication between such processes, the City and Sound Transit desire to consolidate permit and environmental review processes for the benefit of both parties and the public pursuant to the development agreement authority provided in RCW 36.70B.170-.210 and DMMC 18.35.020. In addition, the City recognizes the public benefits which will accrue to the City and community from development of the property for the Project.
- K. Sound Transit has completed extensive environmental analysis of the Project in accordance with the National and State Environmental Policy Act (NEPA and SEPA). Sound Transit completed SEPA review with the issuance of the Federal Way Link Extension Final Environmental Impact Statement (FEIS) on November 18, 2016. The Federal Transit Administration ("FTA") issued a Record of Decision (ROD) on March 6, 2017 and the Federal

Highway Administration (FHWA) issued a ROD on March 9, 2017 concluding the NEPA process.

- L. Sound Transit has adopted real property acquisition and relocation procedures and guidelines that comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (PL 90-646, 84 Stat. 1894), as amended by the Uniform Relocation Act Amendments of 1987 (PL 100-17, 101 Stat. 246-256) and as implemented by the United States Department of Transportation (49 CFR 24), all of which establish a uniform policy for the expedient and consistent treatment of owners subjected to land acquisition practices and provide for the fair and equitable treatment of persons displaced as a result of public works programs or projects of a local public body (hereinafter the "Federal Regulations"). Pursuant to these policies and its statutory authority, Sound Transit has acquired or will acquire such real property interests as are necessary to construct, maintain, and operate the Project.
- M. Both Parties recognize the importance of extending the light rail system as part of the comprehensive program of regional transit improvements approved by voters and have mutually concluded that it is feasible to do so by 2024. Both parties will work in a collaborative effort to resolve any issues and risks in order to achieve Sound Transit's goal to have the Federal Way Link Extension Project begin operations by 2024.
- N. Pursuant to RCW 36.70B.200 and DMMC 18.35.020, the City held a properly noticed public hearing, and the City Council determined that the proposed Project is generally consistent with the City's development regulations; that the proposed Project conforms with the conditions of approval provided in DMMC 18.35.020; and has authorized the City Manager to enter into this Agreement.

**NOW THEREFORE**, in consideration of mutual promises and covenants herein contained related to the approval of various development permits to Sound Transit to construct, operate, and maintain the Project, the Parties hereto agree to the terms and conditions as follows.

## 1.0 DEFINITIONS

For purposes of this Agreement, the following terms, phrases, words, and their derivations shall have the meaning herein given 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. Reference to governmental entities, whether persons or entities, refer to those entities or their successors in authority. If specific provisions of law referred to herein are 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 as amended.

- 1.1 **Agreement.** "Agreement" means this Development Agreement approved by appropriate action of the City 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 College. “College” means Highline College and any successor or assignee following an assignment that is permitted under this Agreement.
- 1.4 Construction Build-Out Period. “Construction Build-Out Period” means the period commencing upon execution of this Agreement and ending ten years thereafter.
- 1.5 Design/Build Contractor. “Design/Build (or D/B) Contractor” means the entity or entities that will contract with Sound Transit to complete the design of the Project, to obtain all remaining permits for the Project, and to construct the Project, all based upon a design/build procurement method.
- 1.6 Design Submittal. “Design Submittal” means a set of design documents for the Project that have been or will be submitted to the City for review as the Project moves through various review and approval processes. The different phases of design submittal are:
- a) “Preliminary Engineering (PE) Submittal” (30% Design Submittal) means the Design Submittal that was furnished to the City in 2017 prior to Sound Transit initiating a procurement process seeking the services of a Design/Build Contractor. These plans included conceptual design of the alignment. The City has already reviewed and provided written comment on this submittal. Sound Transit has provided a written response to the City indicating how the City’s comments have been resolved.
  - b) “Proposed Changes to the Preliminary Engineering Submittal” means a Design Submittal based on plans prepared as part of Sound Transit’s Design/Build Contractor selection process. This submittal will include any design changes to the “Preliminary Engineering (PE) Submittal” initiated by the Design/Build Contractor during procurement and/or initiated by Sound Transit in preparing the RFP. This will be provided to the City for conceptual review.
  - c) “60% Design Submittal” means a Design Submittal for a defined segment of the overall project that presents advanced details on items such as route alignment, utilities, and urban design concepts. These elements shall be identified by the DB at the time of submittal. 60% plans will also include basic concepts for other project elements that will be addressed in future submittals. This will also include the incorporation of the identified resolution to the city review comments received on the “Preliminary Engineering (PE) Submittal”.
  - d) “90% Design Submittal” means a Design Submittal reflecting advanced design for a defined segment of the overall Project, so that all reviewers can comment on specific details, as well as the overall scope of the Project prior to submittal of the Permit Submittal (100% Design). Items missing from this submittal should be minor and documented for reviewers.
- 1.7 Issued for Construction. “Issued for Construction (IFC)” means a complete set of construction plans, drawings, and specifications that incorporate corrections to the Permit Submittal required by the AHJ for use by the Design/Build Contractor to construct the project.

- 1.8 Over-the-Shoulder Review. “Over-the-Shoulder Review” means the informal and ongoing review of evolving design concepts and plans developed during the Project construction phase.
- 1.9 Parties. “Parties” means the City of Des Moines and the Central Puget Sound Regional Transit Authority.
- 1.10 Permit Submittal (100% Design). “Permit Submittal” means a Design Submittal illustrating detailed plans for all work proposed in the permit application. This may include utility relocation improvements, new traffic signaling plans, grading and landscaping plans, and all work to be completed as part of the Project.
- 1.11 Project. “Project” or “Federal Way Link Extension (FWLE)” means the light rail system as described and depicted in Exhibit A, attached and incorporated herein, and as approved by the City pursuant to the approvals described in this Agreement.
- 1.12 Project Requirements. “Project Requirements” means the requirements included within documents provided at the time of the Project’s RFQ/RFP that must be met by the Project’s D/B Contractor, and specify the capabilities, features or attributes, etc. of the Project’s deliverables as it relates to completing the Project and its objectives.
- 1.13 Sound Transit. “Sound Transit” means the Central Puget Sound Regional Transit Authority, its Design/Build Contractor and any other entity to the extent such entity, as permitted under this Agreement, is exercising any rights to build or operate the Light Rail Transit System over any portion of the Light Rail Transit Way including the Kent/Des Moines Station and College Way pursuant to a specific written grant of such rights by Sound Transit.

## **2.0 COOPERATION AND GOOD FAITH EFFORTS**

- 2.1 Cooperation. The Parties understand and agree that the activities described in this Agreement depend upon timely and open communication and cooperation between the Parties. The Parties also understand and agree that this applies to Sound Transit’s D/B Contractor, and will require Over-the-Shoulder reviews consistent with Section 9.3 of this Agreement. In this regard, communication of issues, changes, or problems that arise with any aspect of the work should occur as early as possible in the process, and not wait for explicit due dates or deadlines. Each Party agrees to work cooperatively and in good faith toward resolution of any such issues.
- 2.2 Future Agreements. The Parties acknowledge that this Agreement may contemplate the execution and delivery of other future agreements, documents, instruments, and permits, the final form and contents of which are not presently determined, including but not limited to additional Task Order Assignments, Public Safety and Emergency Services Plan consistent with Section 12, and Mitigation Plans consistent with Section 10, for example. The Parties agree to provide the necessary resources and to work in good faith to develop the final form and contents of such documents, agreements, instruments, and permits, and to execute and deliver the same promptly.
- 2.3 Timely Review. The City will provide timely review by both dedicated and regular City staff of all permit applications necessary to complete the Project, subject to the City’s applicable process and regulations. This includes Sound Transit’s payment of applicable permit fees and

reimbursement for City staff time as consistent with the executed City Services Agreement and related task orders for the Project.

- 2.4 Impact on Businesses and Institutions. Sound Transit will exercise its reasonable best efforts to minimize impacts of construction activities upon business operations and local institutions (including Highline College) and pending development opportunities in the Project area.

### 3.0 PROJECT LOCATION AND ELEMENTS

- 3.1 FWLE Project. As described in the Project's FEIS, the purpose of the Project is to expand the Sound Transit Link light rail system from the City of SeaTac to the cities of Des Moines, Kent, and Federal Way in King County in order to provide a rapid, reliable, accessible, and efficient alternative for travel to and from the corridor and other urban growth and activity centers in the region. When constructed, the Project will provide a connection south from the existing Angle Lake Station crossing to the east in a manner that allows for the planned construction of the SR 509 Extension Project by the Washington State Department of Transportation (WSDOT). It will proceed generally within I-5 right-of-way to the Project's terminus in the City of Federal Way. See Exhibit A for the Project's Description and General Alignment. Three new LRT stations will be constructed as part of the Project with associated improvements for parking, pedestrian, bicycle, bus and other access improvements.

- 3.2 Roadway Improvements. In the City of Des Moines, specific roadway improvements will be included as part of the Project. These improvements include:

- 3.2.1 New cul-de-sac street-end turnaround at the east end of S 220<sup>th</sup> St with new sidewalk
- 3.2.2 New cul-de-sac street-end turnaround at the east end of S 221<sup>st</sup> St with new sidewalk
- 3.2.3 New cul-de-sac street-end turnaround at the east end of S 224<sup>th</sup> St with new sidewalk (See Section 11.1 for further discussion of this improvement)
- 3.2.4 New College Way (formerly S 236<sup>th</sup> Lane) road with sidewalks, pedestrian pathways, and lighting. (See Section 11.2 for further discussion)
- 3.2.5 Roadway improvements will include installation of new lighting, meeting current City standards.

- 3.3 Vacations and Dedication of Public Rights-of-way. City right-of-way (ROW) that is needed for Sound Transit's Project, will need to be vacated in accordance with chapter 12.10 DMMC. Sound Transit will submit an application for a street vacation, which will be processed by the City under a separate Ordinance and Public Hearing. Once street improvements are constructed (outside the Transit Way) and are no longer needed for construction of the Project, the associated ROW will be dedicated to the City.

- 3.4 Construction in City ROW. S. 216<sup>th</sup> Street and Kent-Des Moines Road are City rights-of-way subject to this provision whereby Sound Transit intends to construct an underpass for the LRT or possibly an overcrossing for the LRT adjacent to Interstate 5 on S. 216<sup>th</sup> Street and an

overcrossing for the LRT over Kent-Des Moines Road. The structures shall be constructed under authority of the Transit Way Agreement (Exhibit I) between the City and Sound Transit and rights-of-way use permits and associated fees as required by City code.

- 3.5 Noise Mitigation. The Parties agree that the Project will mitigate noise impacts consistent with the 2006 FTA Transit Noise and Vibration Impact Assessment guidance and Sound Transit's 2004 Light Rail Noise Mitigation Policy. Noise mitigation measures based on the Pre-Final Preliminary Engineering documents are identified in Appendix G3 of the FEIS. As indicated in the FEIS analysis, where mitigation is needed for at-grade segments, noise walls that are typically 6 to 8 feet in height would be provided. Noise wall heights may be up to 18 feet in height to mitigate noise impacts at certain locations. And as indicated in the FEIS analysis, where mitigation is needed for elevated segments, acoustic panels that are typically 4 feet in height would be attached to the guideway. The Design/Build Contractor will complete the Project's Final design and, as a result, may redesign sections of the alignment. If the Design/Build Contractor redesigns the alignment, the noise impacts and mitigation measures will also be reevaluated which may adjust identified noise wall heights and extents. During Final Design, the Design/Build Contractor must demonstrate to Sound Transit and the City through design modeling that the proposed noise mitigation strategy for noise from Project Operations meets Federal guidance and Sound Transit policy. The Design/Build Contractor must also demonstrate to Sound Transit and the City through actual field measurements that the constructed noise mitigation actually fulfilled Federal guidance and Sound Transit policy. Proactive community outreach, including feedback on noise wall design and decorative features, will ensure transparency with the Pacific Ridge Neighborhood and the City during this final design review and construction monitoring process. Sound transit will require the Design/Build Contractor to construct noise walls as soon as practicable.
- 3.6 Construction Noise Mitigation. The Parties agree that construction noise (daytime and/or nighttime) will be consistent with project requirements by using operations methods, scheduling, equipment choice, and acoustical treatments in accordance with any FEIS mitigation requirements, City permit conditions and/or noise variances granted by the City.

#### **4.0 SEPA COMPLIANCE**

Sound Transit is the lead agency for compliance with SEPA. In coordination with the City and other agencies with jurisdiction, Sound Transit has completed the substantive and procedural environmental review for the Project in accordance with SEPA requirements. The environmental review covers the City's issuance of permits for the Project as well as environmental mitigation, and the City will use and rely upon the existing environmental documents to satisfy its SEPA responsibilities, consistent with WAC 197-11-600. The foregoing is not intended to limit the City's authority to impose reasonable permit conditions pursuant to its development regulations.

#### **5.0. PROJECT SCHEDULE**

The City is aware of the Project schedule and the criticality of meeting schedule milestones to deliver the Project efficiently and effectively and consistent with expectations of the region's citizens, as

expressed in voter-approved ST2 and ST3 ballot measures. Sound Transit will share with the City updates to the Project Schedule as it evolves and based on input from Sound Transit's D/B Contractor.

## **6.0 ESSENTIAL PUBLIC FACILITY REQUIREMENTS**

The Parties agree that the Project is a regional transportation facility that has the status of an essential public facility ("EPF") and that the requirements of RCW 36.70A.200 are applicable. Under Chapter 36.70A RCW, the City may not utilize development regulations to render impracticable Sound Transit's decisions on siting and location of the Project; however, the City may impose reasonable permit and mitigation conditions on the Project.

## **7.0 DEVELOPMENT STANDARDS**

7.1 Land Use Approval. Pursuant to RCW 36.70B.170 through 36.70B.210, as amended, as well as DMMC 18.35.020, the City may enter into a development agreement with Sound Transit for the Project. Sound Transit has requested Essential Public Facility (EPF) land use approval for the Project using the alternative development agreement process in accordance with DMMC 18.255.100 in lieu of an unclassified use permit required under DMMC 18.255.050. This request is approved, as indicated by the City's letter attached as Exhibit B and the City hereby grants land use approval for the Project. Sound Transit understands that this land use approval shall not be deemed to exempt the Project from any other applicable city, state and/or federal construction-related administrative regulations or permits, and this Agreement contains such reasonable conditions as necessary to ensure the EPF satisfies, to the extent practicable, the City's land use approval criteria.

7.2 Pre-Final PE. The City has determined that the Project as represented in the Pre-Final PE Submittal is generally consistent with City codes and standards. So long as the Project is developed consistent with appropriate City permit approvals and this Agreement, the public health, safety, environment and welfare are adequately protected and will not be unreasonably impacted as enumerated in DMMC 18.255.080 through 18.255.110. The City has provided for departures from previous development regulations through code amendments because the Project is an essential public transportation facility and will be providing a benefit to the region of an equal or greater value relative to the standards from which departure is being allowed. Specific clarifications of codes as they will be applied to elements of Project design in the City are included as follows:

7.2.1 Landscape buffering and irrigation systems installed as part of the Project shall be designed, constructed and maintained in accordance with DMMC 18.195 as further interpreted by Exhibit C, with which Sound Transit has concurred.

7.2.2 Wetlands DMMC 16.10.150 Wetlands – Mitigation Requirements.

The City recognizes that opportunities for permittee-responsible compensatory mitigation within City limits and the same drainage basin as the wetland impacts, are very limited and would likely result in fragmented wetland mitigation. Therefore, the City will accept King County In-Lieu Fee mitigation for permanent wetland impacts in their jurisdiction. In Lieu Fee mitigation will stay within the WRIA 9 watershed.

- 7.3 Vesting. The vesting described in this Agreement shall apply throughout the Construction Build-out Period for the Project, which the Parties have established as ten years following execution of this Agreement. During the Construction Build-out Period, the City shall neither modify nor impose new or additional development regulations or standards for the Project beyond those set forth in this Agreement, except as otherwise provided in this Agreement, or if other county, state or federal laws preempt the City's authority to vest regulations. The City reserves the authority to impose new or different officially adopted regulations, only if, and to the extent required by a serious threat to the public health and safety, as determined by the City Council after notice and an opportunity to be heard has been provided to Sound Transit unless the threat is so immediate that notice is not practical in the short term, due to the imminent threat to public health and safety. To the extent this Agreement does not establish or define development regulations or standards covering a certain subject, element, or condition, the Project shall be governed by the City development standards and regulations in effect on July 1, 2018.
- 7.4 Codes in Effect. The codes and editions that will be used for the entirety of this Project's Design, Construction, and Operation are attached as Exhibit D and are specified in Section 2.2 of the Project Requirements, which shall be issued to Sound Transit's D/B Contractor.
- 7.5 Local Roadways. Local roadway cross-sections to be improved by Sound Transit shall be consistent with the concurrence letter addressing this subject and executed between the City and Sound Transit dated April 4, 2017, attached and incorporated herein as Exhibit E.
- 7.6 Property Management. The Parties have agreed to a strategy of property management and demolition of vacant structures for properties that will be acquired by Sound Transit. These strategies are addressed in a letter of concurrence executed between the City and Sound Transit dated November 29, 2017, attached and incorporated herein as Exhibit F.
- 7.7 Parking Mitigation. Sound Transit shall, in coordination with the City and at Sound Transit's expense conduct an on-street parking inventory and utilization study of the block faces identified in Exhibit G, all located within one quarter-mile of the Kent/Des Moines Station. This study will take place within one (1) year before start and within one (1) year after start of revenue service based on a mutually agreed upon study methodology that evaluates parking capacity and usage of the block faces identified in Exhibit G, and whether any difference in parking use can reasonably be attributed to the Project. If the post-revenue service study shows that the block faces identified in Exhibit G are over 90% capacity prior to 9 am, and over 50% of the on-street parking use can be attributed to light rail transit customer parking, then Sound Transit and the City will work together in good faith to identify, recommend and, if necessary, implement parking control measures. Potential parking control measures include parking meters, restricted parking, passenger and truck load zones, and residential parking zones (RPZs). Once Sound Transit and the City agree upon the appropriate parking control measures, Sound Transit will install any agreed upon parking meters, RPZs or parking restriction signage within the study area, pursuant to terms of an agreement or some other instrument developed by the Parties delineating the scope of work, terms of payment, City's on-going operations and maintenance responsibility and other relevant conditions. The City will be responsible for

monitoring and providing all enforcement and maintenance, including ongoing RPZ-related costs. In the event the City desires to expand the scope of the parking study beyond the ¼-mile range depicted in Exhibit G, Sound Transit would work with the City to develop partnership opportunities to support the expanded study area, including options to partner with Highline College or other entities for financial and/or in-kind contributions for the study. Notwithstanding the potential for the parking study area to expand as a partnership endeavor, Sound Transit will only be responsible for installing parking control measures (as described above) in the ¼-mile study area depicted in Exhibit G.

- 7.8 City Street Lighting and Fixtures. Sound Transit agrees that street lighting along College Way will be City-owned and City-maintained upon physical completion and Sound Transit shall require the Design/Build Contractor to provide a one-time supply of spare poles and fixtures, benches and other urban design elements for replacements (equivalent to 12% spares) as required by the City.
- 7.9 Traffic Mitigation. Sound Transit will mitigate long-term traffic impacts as described in the Federal Way Link Extension Record of Decision and as summarized in Exhibit H (ROD, Table B-1, Mitigation Plan).
- 7.10 Transit Way Agreement. The Transit Way Agreement is attached hereto as Exhibit I and its terms shall take precedence over any potential conflicts with the terms of this Development Agreement.

## **8.0 RIGHT OF WAY ACQUISITION**

Sound Transit agrees to inform the City regarding progress on the ROW acquisition process and to maintain properties acquired for construction as defined in Section 7.6 above.

## **9.0 DESIGN REVIEW, PERMITTING AND INSPECTION**

### **9.1 Project Administration**

9.1.1 City Project Liaison. The City shall assign a City staff contact for the Project (“City Project Liaison”). The City Project Liaison shall provide central coordination of all Design Submittal reviews and comments from all involved City Departments and shall be an effective and empowered conduit between Sound Transit and other City staff. The City Project Liaison shall resolve any inconsistencies among review comments from the City Departments and shall provide Sound Transit with consistent and consolidated review, comments, and decisions. At a minimum, the person filling this role for the City should have a Professional Engineers license and/or 10-years’ experience in the field, preferably with an extensive construction management background. In addition to these tasks, the City Project Liaison shall participate in regularly scheduled project-level meetings. The City Project Liaison shall also be responsible for identifying and disclosing to Sound Transit as soon as practicable any other City projects or proposals (e.g., transportation projects, private development projects) that have the potential to conflict or interfere with the expeditious design and construction of the Project.

- 9.1.2 ST Liaison. Sound Transit will assign a Sound Transit staff contact for the Project (“ST Liaison”). The ST Liaison shall provide central coordination for Project Design Submittals and Project coordination. In addition to these tasks, the ST Liaison shall participate in regularly scheduled project-level meetings.
- 9.2 Design/Build Contractor. Sound Transit shall obtain approval from the City for construction of the Project through submittal of the appropriate City applications. The City acknowledges that Sound Transit will be procuring this Project using design/build or other alternative procurement methods and further acknowledges that the Design/Build Contractor may, at Sound Transit’s discretion, make any of the required submittals on Sound Transit’s behalf. In that regard, references to “Sound Transit” herein shall be interpreted to mean Sound Transit or its Design/Build Contractor, at Sound Transit’s discretion unless the context clearly requires otherwise.
- 9.3 Over-the-Shoulder Review. Sound Transit, the City, and Sound Transit’s D/B Contractor will participate in on-going Over-the-Shoulder reviews throughout the design process. City participation will be facilitated by the City’s Project Liaison, described in 9.1.1., who will be co-located at the Project job office and whose primary function it will be to identify and resolve issues to support the design process and development of plans that satisfy the City’s permitting requirements.
- 9.4 Proposed Changes to the Preliminary Engineering Submittal. ST will provide to the City for conceptual review a package highlighting significant changes to the Project design proposed during the Design/Build Contractor procurement process and/or changes that were initiated by Sound Transit in preparing the RFP. The purpose of this submittal is to establish a baseline for the Project design that the Design/Build Contractor will continue to advance. This will be provided to the City for conceptual review.
- 9.5 60% Design Submittal. ST will provide to the City for review and comment a 60% Design Submittal for each design package (as identified by the Design/Build Contractor as part of its Permitting Plan, and as agreed by the City) incorporating a narrative and clouding changes pursuant to the City’s review comments of the Preliminary Engineering Submittal. The City shall perform a review of the submittal and return its unified comments and corrections on the designs, plans, and specifications from all relevant City departments to Sound Transit within a mutually-agreed upon timeframe after receipt of the submittal. The timeframe for review will be determined and agreed upon by the Parties when the Project Permitting Plan is developed and approved (see Section 9.11); however, the City and Sound Transit acknowledge the need for expeditious review of Design Submittals and are committed to this goal. Sound Transit will reimburse the City for time spent to review of the submittal, pursuant to the City Services Agreement and its subsidiary Task Orders. If deemed necessary by the Parties, and after the City’s review of the 60% design plans, Sound Transit’s Design/Build Contractor will convene a comment resolution meeting to inform the City of how issues have been resolved and to discuss the options for resolving the issues.

- 9.6 90% Design Submittal. ST will provide to the City for review and comment a 90% Design Submittal for each design package (as identified by the Design/Build Contractor as part of its Permitting Plan, and as agreed by the City) incorporating a narrative and clouding changes pursuant to the City's review comments on the 60% Design Submittal. The Design/Build Contractor has the option to obtain an appointment with the City's permit process team to discuss the submittal prior to review by the City. The City shall perform a review of the submittal and return its unified comments and corrections on the designs, plans, and specifications from all relevant City departments to Sound Transit within a mutually-agreed upon timeframe of receipt of the submittal. The timeframe for review will be determined and agreed upon by the Parties when the Project Permitting Plan is developed and approved (see Section 9.11); however, the City and Sound Transit acknowledge the need for expeditious review of Design Submittals and are committed to this goal. Sound Transit will reimburse the City for time spent reviewing the submittal, pursuant to the City Services Agreement and its subsidiary Task Orders. If deemed necessary by the Parties, and after the City's review of the 90% design plans, Sound Transit's Design/Build Contractor will convene a comment resolution meeting to inform the City of how issues have been resolved and to discuss the adequacy of or other options for resolving the issues.
- 9.7 100% Design Submittal. This submittal is intended as the Permit Submittal. Each permitting package will be submitted with 100% design plans for the subject project element, incorporating a narrative and clouding changes pursuant to the City's review comments from the 90% design submittal. The City shall perform a review of the submittal and return its unified comments and corrections on the designs, plans, and specifications from all relevant City departments to Sound Transit within a mutually-agreed upon timeframe of receipt of the submittal. The timeframe for review will be determined and agreed upon by the Parties when the Project Permitting Plan is developed and approved (see Section 9.9); however, the City and Sound Transit acknowledge the need for expeditious review of Design Submittals and are committed to this goal. After the City's review of the 100% design plans, Sound Transit's D/B Contractor will convene a comment resolution meeting to inform the City of how issues have been resolved and to discuss the adequacy of or other options for resolving the issues.
- 9.8 Issued for Construction. The IFC set of drawings will serve as the basis for construction activities and field inspections. It will incorporate any required corrections based on review of the Permit Submittal, upon which the Design/Build Contractor will rely in constructing the Project, including, but not limited to a complete set of construction plans, drawings, and specifications.
- 9.9 Role of City Liaison. The Parties contemplate that the ongoing, collaborative Over the Shoulder review (see Section 9.3) will keep the City's Project Liaison apprised of the latest developments in the design. The City's Project Liaison will coordinate review required by other City staff as a means of seeking informal feedback from the City. To the extent that disputes arise about how a design correction should be resolved or whether a design correction is appropriate, the Parties shall use the dispute resolution process in Section 19.
- 9.10 Sound Transit Responsibility. While most post-Pre-Final PE Submittal design work will be performed by the Design/Build Contractor, not by Sound Transit, Sound Transit retains responsibility for ensuring that the City receives prompt responses to City requests for

additional documentation, plans, specifications, drawings, and explanations within the timeline as set forth in the Project Permitting plan between the parties.

- 9.11 Project Permitting Plan. The Parties recognize the mutual benefit of establishing an efficient and expedited process for seeking and obtaining permits to construct the Project in the City. Accordingly, Sound Transit will require its D/B Contractor to develop and submit a Permitting Plan as one of the earliest critical activities, utilizing the Preliminary Permitting Plan as guidance, as attached in Exhibit J. This plan shall be developed with input from the City Project Liaison. Upon its submittal, Sound Transit will provide a copy of the plan for review and comment to the City. Sound Transit and the City shall work cooperatively to develop a final Permitting Plan that is implementable by the D/B Contractor.
- 9.12 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, 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.
- 9.13 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.
- 9.14 Inspection.
- 9.14.1 Sound Transit-Owned Facilities. Sound Transit shall be responsible for inspection and acceptance of work for facilities constructed by Sound Transit's Design/Build Contractor for which Sound Transit shall have ownership, operating, and maintenance responsibilities. These facilities may include, but are not necessarily limited to: LRT track and guideway, including all appurtenances such as catenary poles and wires, fencing and other barriers, train signals and other equipment necessary for operations), LRT structures including bridges, abutments, retaining walls, and noise barriers constructed to mitigate the results of LRT-generated airborne noise, traction power substations and signal bungalows, and LRT stations and related passenger amenities including park-and-ride structures and transit station access facilities.
- 9.14.2 City Owned Facilities. The City may perform review and inspection of work performed by the Design/Build Contractor for facilities that will be owned and maintained in whole or in part by the City following completion of construction or those components that abut, cross, or reside in City Right of Way or property, or those facilities including noise walls and landscape buffers affecting or abutting private property. The City may contract for reimbursable independent professional services to perform these reviews or inspections. These facilities may include but are not necessarily limited to: street lighting standards, traffic signal poles and signal boxes, streets, sidewalks, curbs and gutters, drainage facilities, and other infrastructure as deemed appropriate.

9.14.3 Sound Transit-Owned Facilities in City right-of-Way. The City may review and perform field verification of Sound Transit structures as part of the ROW use permit and related civil plan review to ensure that impacts to City ROW and City facilities are addressed.

9.14.4 Sound Transit Self-certification. Sound Transit will provide self-certification of traction power substations installed as part of Project construction. Documentation regarding the Parties' agreement regarding this issue is included as Exhibit L.

## 10.0 CONSTRUCTION

10.1 Design/Build Contractor Mitigation Plans. It is acknowledged by the Parties that Sound Transit shall require the Design/Build Contractor to develop mitigation and other plans that conform to City requirements. The following plans shall be required of Sound Transit's Design/Build Contractor and shall be submitted to the City for review and comment prior to their acceptance by Sound Transit. The City shall have 15 business days in which to complete its review. Depending on the nature of the mitigation plan, the City will advise Sound Transit if this review may require longer review time. Sound Transit will review all City comments and will respond in writing to comments received.

- Transportation Management Plan – Specifying the Design/Build Contractor's overall strategy for managing issues related to transportation during construction.
- Maintenance of Traffic Plan – Specifying provisions for safely and adequately maintaining traffic during construction, including vehicular, pedestrian, bicycle and transit traffic.
- Construction Noise and Vibration Mitigation Plan – Specifying means and methods implemented by the Design/Build Contractor to minimize noise and vibration during construction.
- Construction Outreach and Communication Plan – Specifying Design/Build Contractor requirements for advance notification of construction activities and other actions that are of interest to the community.
  - A 24-hour monitoring center that provides telephone access for the public to get construction information and to make complaints and incident reports.
  - A multi-media public information program to provide information regarding street closures, hours of construction, business access, and parking impacts.
  - Information on how access to businesses is being maintained during construction.
  - Information on how access for pedestrians, bicyclists, and transit riders is being maintained.
  - Maintain a construction issues response log that tracks construction—related complaints and their resolution.

- 10.2 Contractor Haul Routes. Sound Transit and the City have worked cooperatively to identify construction contractor haul routes that may be used to transport materials and equipment necessary to construct the Project while minimizing impacts (to the extent possible) to City businesses and residents. Haul routes are depicted in Exhibit M and the City shall, by issuance of a street use permit, allow use of them by Sound Transit's Design/Build Contractor. If the Design/Build Contractor proposes the use of alternate routes to Sound Transit, Sound Transit shall seek the City's concurrence and permission prior to accepting the Design/Build Contractor's proposal.
- 10.3 Contractor Work Hours. The Parties acknowledge that Sound Transit's Design/Build Contractor may propose work outside of the City's standard permissible days and/or hours for construction. In the event such a proposal is received by Sound Transit from their Design/Build Contractor, the Sound Transit Liaison will work closely with the City's Project Liaison to consider the request and to facilitate the process of seeking a City work day, work hours, and/or noise variance, as appropriate. Sound Transit understands that such requests may be denied.
- 10.4 Restoration of Contractor Haul Routes. Sound Transit shall restore the existing roadway pavement and other surface infrastructure within the public right-of-way that is affected by construction activities. Specifically, Sound Transit shall require its Design/Build Contractor to restore construction haul routes used by the Design/Build Contractor in the City. This commitment to restoration of haul routes shall consist of provision of a 2-inch mill and overlay of asphalt to be laid down after the cessation of Design/Build Contractor hauling activities on the route and prior to substantial completion of Project construction. This 2-inch mill and overlay shall be provided from curb to curb along the route and shall be the extent of any agreed-to restoration, except for the need to provide new or improve any existing non-compliant ADA curb ramps where sidewalks are present.

The City prefers a fee in lieu of restoration (i.e., to receive the equivalent value from Sound Transit as fee thereby waiving the requirement for Design/Build Contractor restoration) for any or all of the streets used as Project haul routes. If the City chooses to request a fee in lieu of restoration, they must notify Sound Transit in writing of this choice and for which (if not all) of the haul routes this fee shall apply. The fee in lieu shall be calculated using the most recent, credible bid received by the City for similar work or by some other methodology agreed to by the Parties, and the in-lieu payment shall be made to the City within 90 calendar days of parties reaching agreement on the amount. The request for fee in lieu of restoration will not be considered by Sound Transit if notification has not taken place prior to the initiation of Design/Build Contractor restoration.

- 10.5 Progress Reports. At the City's request, Sound Transit agrees to provide the City with copies of progress reports, status reports, construction contract reports, inspection reports, RFI logs, submittal logs, and schedule updates as generated by the Design/Build Contractor and as required in the construction contract for the Project.

## 11.0 PARTNERSHIP OPPORTUNITIES FOR OTHER IMPROVEMENTS

- 11.1 South 224<sup>th</sup> Street End. To satisfy the City of Des Moines' code requirement that South 224<sup>th</sup> Street be improved to provide a usable street end, as a result of disrupting the current street end to construct the Project, Sound Transit will make a fee-in-lieu payment. The fee will be based on the estimated costs for the required improvements, specifically design services, right of way acquisition, and construction costs for a cul-de-sac turnaround at the east end of S. 224<sup>th</sup> Street, including a new sidewalk and lighting. The fee-in-lieu payment will be in the amount of \$153,766 and will be payable by Sound Transit to the City by December 31, 2019. The scope of these costs are depicted in Exhibit R. The City will coordinate with Sound Transit and the Design/Build Contractor regarding the timing of the City's construction of S. 224<sup>th</sup> Street.
- 11.2 College Way Connection Project. The City and Highline College have a planned improvement in the vicinity of the College Way Street end known as the College Way Connection Project. The College Way Connection Project generally consists of a cul-de-sac at the end of College Way located on property that currently belongs to the Highline College but will be dedicated to the City of Des Moines as public right-of-way, and includes pedestrian facilities that connect the cul-de-sac street end through the parking lot to existing pedestrian and bicycle facilities on the eastern edge of the Highline College campus, and eventually to the Barnes Creek regional trail system. It also includes parking lot modifications to accommodate the cul-de-sac and pedestrian facilities. The College Way Connection Project is generally described and depicted with associated scope in Exhibit N.

The opportunity exists for Sound Transit, the City, and Highline College to minimize construction impacts and realize other potential economies of scale by collaborating, whereby improvements associated with the College Way Connection Project would be constructed by Sound Transit. The City has entered into an Inter-local Agreement with Highline College, included as Exhibit O, for the completion of the College Way Connection Project. The City is the lead agency under SEPA and is responsible for environmental review and permitting for the College Way Connection Project and has determined that no further SEPA review is required as documented in the April 19, 2018 letter included as Exhibit P.

Sound Transit believes the Project will provide an added benefit to the transit experience for its patrons by improving access to the Kent/Des Moines station. Sound Transit's Scope Control Policy (Resolution No. R2009-04) requires outside participation in order to include the College Way Connection Project in the Federal Way Link Extension Project.

Sound Transit has agreed to include the College Way Connection Project improvements in the Design/Build Contractor scope-of-work subject to a funding agreement with the City. The funding agreement provides the terms and conditions for Sound Transit to construct the College Way Connection Project as part of its planned construction of the FWLE, including City provision of funding for the additional improvements at specified project milestones and agreement to maintain the improvements once they are built. The City has agreed to provide payments totaling \$1,400,000 for this project. The amount of the payments is based on the estimated costs for the improvements, specifically design services, and construction costs for a roundabout, pedestrian improvements, and parking lot modifications. The funding agreement

will be developed between Sound Transit and the City and implemented no later than Quarter 2 of 2019.

Any construction costs that exceed the payment amount stated above shall be paid by Sound Transit unless the excess cost is due to one or more change orders requested by the City, in which case the excess cost will be paid by the City.

- 11.3 Highline College Signing. As part of partnership efforts with the City, Sound Transit will construct two foundations and a conduit pathway for associated lighting for two monument signs (general dimensions of the signs not to exceed 6' wide by 20' tall) in the College Way ROW adjacent to SR 99, and one monument sign (general dimensions of the sign not to exceed 22' wide by 6' tall) in the center of the College Way round-about on the College campus as generally shown in Exhibit Q. Final dimensions of the signs and associated foundations will be determined during Final Design. As part of its Inter-local Agreement with Highline College, the College is responsible to submit a Comprehensive Sign Plan to the City for Review and Approval by September of 2018. The City will be responsible for any environmental review. Sound Transit's Design/Build Contractor will be responsible for obtaining a building permit for the installation of the foundations to ensure that the construction of the foundations is consistent with the Comprehensive Sign Plan. The City, as part of its Highline College Comprehensive Sign Plan review and approval, will secure and address individual sign permits, including College fabrication, installation and all costs of ownership and maintenance.
- 11.4 City of Des Moines Monument Sign. Sound Transit acknowledges the City's interest in siting a monument sign near the guideway crossing of Kent Des Moines Road. If the City and WSDOT are unable to come to agreement on siting of the City's monument sign within WSDOT ROW, Sound Transit and the City agree to work in good faith during Final Design to identify opportunities for a monument sign to be located in the vicinity of the southeast corner of the Kent Des Moines road and the I-5 off-ramp on property to be dedicated by Sound Transit. Additionally, Sound Transit will construct the foundation and a conduit pathway for associated lighting for the installation of the sign (general dimensions not to exceed 40' wide by 6' tall). The City will be responsible for environmental review, any required land use permitting for the signage, fabrication and installation of the sign, and any and all costs of ownership and maintenance following installation.
- 11.5 Transportation Management Opportunities. In the event that other parties, potentially including Highline College, King County Metro, the City of Des Moines, and the City of Kent, conduct an effort evaluating Transportation Management alternatives that may increase the transit mode split in the area surrounding the Kent/Des Moines Station and Highline College, Sound Transit agrees to participate.
- 11.6 Providing for Future Pedestrian Crossing of Kent Des Moines Road. Sound Transit will require the Design/Build Contractor to include a footprint for a potential future pedestrian bridge near Kent Des Moines Road and 30th Avenue South (to be funded and constructed by the City or other third party) in the Project plans. The bridge would be shown as separate from the guideway and in the vicinity of the guideway crossing of Kent Des Moines Road for the purpose of establishing that the FWLE design does not preclude such future development.

## **12.0 PUBLIC SAFETY AND EMERGENCY SERVICES**

Sound Transit shall coordinate with the City's Police Department to ensure adequate security measures and coordination are in place. Sound Transit also shall periodically re-evaluate its security infrastructure to maintain an appropriate level of advancement and technology. All operational aspects of public safety and the cooperation between Sound Transit and the City's Police Department shall be documented in a separate agreement between Sound Transit and the City prior to the start of revenue operations.

## **13.0 MINOR REVISIONS TO PROJECT APPROVALS**

The City's Chief Operations Officer or designee is authorized to approve minor revisions to the Project that are necessary and generally consistent with this Agreement. Such minor revisions shall include, (a) any revisions within the scope and intent of the original Project approvals, and/or (b) any revisions within the scope of the Project environmental documents.

## **14.0 UTILITY RELOCATION**

14.1 City Utilities. The Parties acknowledge that certain utilities, specifically stormwater system and appurtenances, owned by the City and located on City property or within public right of way will be relocated or impacted by the Project. The City will permit Sound Transit to relocate the City-owned utilities that conflict with the Project at Sound Transit's expense. Sound Transit shall submit plans for permit approval of all City utilities proposed to be modified.

That portion of the D/B Contractor's work consisting of the City's stormwater system and appurtenances shall not be given final acceptance until it is approved in writing by the City per the individual permit requirements. The City shall not unreasonably withhold final acceptance.

14.2 Other Utilities. Sound Transit will enter into separate agreements with non-City utilities regarding the relocation of their facilities. Sound Transit will pay for a Third-Party utility's relocation costs, as necessary to complete the Project.

## **15.0 OPERATION AND MAINTENANCE RESPONSIBILITIES FOR IMPROVEMENTS CONSTRUCTED UNDER THE AGREEMENT**

The Parties have agreed conceptually to ownership and maintenance responsibilities for infrastructure and landscaping installed as part of the Project, as depicted in Exhibit K. This conceptual plan may change during the Project's Design/Build process; however, the following commitments will remain unchanged. Sound Transit will own and maintain all infrastructure associated with the LRT System, including LRT Stations and all LRT Facilities. Upon acceptance of work completed by Sound Transit's Design/Build Contractor, the City will own and maintain infrastructure installed within public rights-of-way, and other infrastructure installed as part of the Project that serves local needs. The City will be responsible for maintenance of all landscaping installed by Sound Transit's Design/Build Contractor in public rights-of-way, beginning upon the close of the required plant establishment period required by

City code. Sound Transit will be responsible for maintenance of all landscaping installed on property controlled by Sound Transit.

## **16.0 LIABILITY, INDEMNIFICATION**

- 16.1 Indemnification. Sound Transit hereby agrees to indemnify, defend, and hold the City harmless from any and all claims, demands, suits, actions, damages, recoveries, judgments, costs, or expenses, including, without limitation, reasonable attorney fees, paid by the City and arising or growing out of or in connection with or resulting from, either directly or indirectly, the construction, maintenance, operation, repair, removal, occupancy, and use of the Project by Sound Transit, unless such claims arise from the sole or partial negligence, actions or inaction of the City, its employees, servants, agents, contractors, subcontractors, or persons using the Project with permission of the City.
- 16.2 Notice of Claims. The City shall give Sound Transit prompt notice of any claims directly affecting Sound Transit about 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 directly affecting Sound Transit without the prior written consent of Sound Transit, which consent shall not be unreasonably withheld.
- 16.3 Sound Transit Liability. Sound Transit expressly assumes potential liability for actions brought by Sound Transit's employees and agents against the City and, solely for 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 4.24.1 I 5 and was the subject of mutual negotiation.

## **17.0 INSURANCE**

- 17.1 Commercial and Self Insurance. Sound Transit shall, at its sole expense, obtain and maintain during the entire term of this Agreement an appropriate program of commercial insurance, self-insurance or any combination thereof in amounts and types sufficient to satisfy its liabilities. When commercial insurance is utilized, Sound Transit and its contractor shall name the City as Additional Insured in accordance with insurer underwriting practices, and Sound Transit insurance policies shall be primary and non-contributory to any coverage maintained by the City. Sound Transit waives all rights of subrogation against the City for claims by third-parties arising under this Agreement, other than for damages, claims or liabilities arising from negligent acts or omissions of the City and its officers, employees and agents. The limits of Sound Transit's selected coverage program in no way diminishes Sound Transit's obligations to the City as set forth in this Agreement. Sound Transit shall maintain this coverage program throughout the term of this Agreement, and for six (6) years after its termination, to protect the City against claims that may arise because of the construction, operation, or maintenance of the Project. When commercial insurance is used, coverage shall include. (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.

- 17.2 Insurers. When commercial insurance is used, Sound Transit shall carry such commercial 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 facilities comparable to the Project.
- 17.3 Certificates of Insurance. Sound Transit shall file with the City's Risk Manager a formal letter of self-insured status, or when commercial insurance is used, Certificates of Insurance reflecting evidence of the required insurance and naming the City as an additional insured where appropriate. The coverage maintained by Sound Transit under this Agreement shall not be canceled until at least thirty (30) days' prior written notice has been given to the City.
- 17.4 Remedies. If Sound Transit fails to maintain the appropriate program of commercial insurance, self-insurance or any combination thereof in amounts and types sufficient to satisfy its liabilities, the City may order Sound Transit to stop constructing and/or operating the Project until the appropriate insurance coverage program is obtained.

## **18.0 LIENS**

- 18.1 Liens. The Project 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's liens, or other encumbrances chargeable to or through Sound Transit that 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' 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 Project.
- 18.2 Contest of Claims. 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.

18.3 Claim of Ownership. Nothing in this Agreement shall be deemed to give, and the City hereby expressly waives, any claim of ownership in and to any part or the whole of the Project except as may be otherwise provided herein.

## 19.0 DISPUTE RESOLUTION

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, rather than in the media or through other external means.

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

19.1.1 Level One - Sound Transit's Executive Project Director or equivalent and the City's Manager of Engineering Services or Planning and Development Services Manager as appropriate 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.

19.1.2 Level Two - Sound Transit's Executive Director of Design, Engineering, and Construction Management and the City's Public Works Director or Chief Strategic Officer/Community Development Director as appropriate 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.

19.1.3 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.

19.2 If Dispute Resolution Fails. 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.

## 20.0 DEFAULT

No 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 way the default may be cured

satisfactorily. If the nature of the alleged default is such that it cannot be reasonably cured within the thirty (30) day period, then commencement of the cure within such time and the diligent prosecution to completion of the cure shall be deemed a cure. Any party not in default under this Agreement shall have all rights and remedies provided by law including without limitation damages, specific performance or writs to compel performance or require action consistent with this Agreement. The prevailing party, or the substantially prevailing party if no one party prevails entirely, shall be entitled to reasonable attorney fees and costs.

## **21.0 REMEDIES; ENFORCEMENT**

21.1 Remedies. The Parties reserve the right to exercise all the following remedies, singly or in combination, in the event the other violates any provision of this Agreement.

- (a) Commencing an action at law for monetary damages;
- (b) Commencing an action for equitable or other relief; and
- (c) Seeking specific performance of any provision that reasonably lends itself to such remedy.

21.2 Remedy Considerations. In determining which remedy or remedies for 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 breaching party has a history of previous violations of the same or similar kind, and such other considerations as are appropriate under the circumstances. Remedies are cumulative; the exercise of one shall not foreclose the exercise of others.

21.3 Failure to Enforce Prompt Compliance. Neither party shall be relieved of any of its obligations to comply promptly with any provision of this Agreement by reason of any failure by the other party to enforce prompt compliance, nor shall such failure to enforce constitute a waiver of rights or acquiescence in the other party's conduct.

## **22.0 TERM; TERMINATION**

22.1 Effective Date. This Agreement shall be effective as of the date the last party signs. Unless sooner terminated pursuant to the terms hereof, this Agreement shall remain in effect for so long as the Project is used for public transportation purposes.

22.2 Termination. 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.

22.3 Cessation of Project. Upon the cessation of use of the Project, to the extent any portion of it remaining in the Public Right-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 Project.

- 22.4 Removal Plan. 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 way 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.

### **23.0 COVENANTS AND WARRANTIES**

- 23.1 City Warranties. By execution of this Agreement, the City warrants:

- (a) That the City has the full right and authority to enter into and perform this Agreement and any permits that 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 its charter or by-laws, or any law, regulation or agreement by which it is bound or to which it is bound or to which it is subject; 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.

- 23.2 Sound Transit Warranties. 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, or 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 or trustee or referee, is not necessary to make valid and effective the execution, delivery and performance of this Agreement.

### **24.0 RECORDINGS, TAXES AND OTHER CHARGES**

- 24.1 Recording. This Agreement shall be recorded pursuant to the requirements of 36.70B.190.

- 24.2 Recording Costs. 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 permits that 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 Project or rights herein described requires the payment of any tax, levy, excise, assessment, or charges, including, without limitation, property or leasehold excise tax, sales or use tax, under any statute, regulation, or rule, Sound Transit shall pay the same, 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, excises, assessments, or charges, including any penalties and/or interest thereon, levied or assessed on the Project, or because of their existence or use, including increases attributable to such existence or use, and excluding taxes based on the income of the City, and 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.

- 24.3 If Sound Transit Fails to Pay Recording Costs. The City may pay any tax, levy, 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.

## 25.0 ASSIGNABILITY; BENEFICIARY

- 25.1 Binding Agreement. 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 whole or in part, to a governmental entity, or (iv) a sale, lease, or other conveyance 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 the Project on behalf of Sound Transit, and provided further that no unconsented assignment shall relieve Sound Transit of its obligations and liabilities under this Agreement.
- 25.2 Assignment. 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.

- 25.3 Designees. 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.
- 25.4 Beneficiaries. 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.

**26.0 DESIGNATED REPRESENTATIVES**

26.1 Designated Representatives. To promote effective intergovernmental cooperation and efficiencies, the Parties each designate a representative ("Designated Representative") who shall be responsible for coordination of communications between the Parties and shall act as the point of contact for each party. The Designated Representatives shall be responsible for the performance of the objectives of this Agreement. Each Designated Representative is also responsible for coordinating the input and work of its agency, consultants, and staff as it relates to the objectives of this Agreement. The Parties reserve the right to change Designated Representatives, by written notice to the other party during the term of this Agreement. Each party's Designated Representative is named below with the individual's contact information.

Designated Representatives and Contact Information during Construction/Operations.

SOUND TRANSIT  
 Dan Abernathy  
 Executive Project Director  
 401 S Jackson St  
 Seattle, WA 98104  
 206-903-7170  
 dan.abernathy@soundtransit.org

CITY OF DES MOINES  
 Daniel J. Brewer, PE, PTOE  
 Chief Operations Officer  
 21630 11<sup>th</sup> Ave S  
 Des Moines, WA 98198  
 (206) 870-6581  
 dbrewer@desmoineswa.gov

**27.0 NOTICE**

Unless otherwise provided herein, all notices and communications concerning this Agreement shall be in writing and addressed to the Designated Representative. Any party at any time by written notice to the other party may designate a different address or person to which such notice or communication shall be given. Unless otherwise provided herein, all notices shall be in writing and shall be either. (i) delivered in person, (ii) deposited postage prepaid in the certified mails of the United States, return receipt requested, (iii) delivered by a nationally recognized overnight or same-day courier service that obtains receipts, or (iv) delivered electronically to the other party's Designated Representative as listed herein.

However, notice under Section 20, Termination, must be delivered in person or by certified mail, return receipt requested.

## **28.0 GENERAL PROVISIONS**

- 28.1 Unreasonable Withholding. The Parties shall not unreasonably withhold requests for information, approvals or consents provided for in this Agreement. The Parties agree to take further actions and execute further documents, either jointly or within their respective powers and authority, to implement the intent of this Agreement. The City and Sound Transit agree to work cooperatively with each other to achieve the mutually agreeable goals as set forth in this Agreement.
- 28.2 Interpretation. 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 Pierce County, Washington.
- 28.3 Time is of the Essence. Time is of the essence in every provision of this Agreement. Unless otherwise set forth in this Agreement, the reference to "days" shall mean calendar days. If any time for action occurs on a weekend or legal holiday, then the time shall be extended automatically to the next business day.
- 28.4 Appeal of City Land Use Decision. Upon adoption of the resolution that approves this Agreement, the City Council's decision shall be a final decision subject to appeal under chapter 36.70C RCW.
- 28.5 Rights of Action. This Agreement is made and entered into for the sole protection and benefit of the Parties hereto and their successors and assigns. No other person shall have any right of action based upon any provision of this Agreement.
- 28.6 Ambiguity. This Agreement has been reviewed and revised by legal counsel for all parties and no presumption or rule that ambiguity shall be construed against the party drafting the document shall apply to the interpretation or enforcement of this Agreement. The Parties intend this Agreement to be interpreted to the full extent authorized by applicable law including the requirements of RCW 36.70A.200.
- 28.7 Cost Responsibility. Each Party shall be responsible for its own costs, including legal fees, incurred in negotiating or finalizing this Agreement, unless otherwise agreed in writing by the Parties.
- 28.8 Events Beyond Parties' Control. The Parties shall not be deemed in default with provisions of this Agreement where performance was rendered impossible by war or riots, civil disturbances, floods or other natural catastrophes beyond its control; the unforeseeable unavailability of labor or materials; or labor stoppages or slowdowns, or power outages exceeding back-up power supplies. This Agreement shall not be revoked, or a party penalized

for such noncompliance, provided that such party takes immediate and diligent steps to bring itself back into compliance and to comply as soon as practicable under the circumstances without unduly endangering the health, safety, and integrity of both parties' employees or property, or the health, safety, and integrity of the public, Public Right-of-Way, public property, or private property.

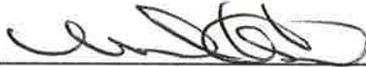
- 28.9 Agreement Amendments. This Agreement may be amended only by a written instrument executed by each of the Parties hereto. No failure to exercise and no delay in exercising, on the part of any party hereto, any rights, power or privilege hereunder shall operate as a waiver hereof, except as expressly provided herein.
- 28.10 Agreement Entirety. This Agreement constitutes the entire agreement of the Parties with respect to the subject matters hereof, and supersedes all prior negotiations, oral and written, understandings and agreements with respect hereto.
- 28.11 Section Headings. Section headings are intended as information only and shall not be construed with the substance of the section they caption.
- 28.12 Counterparts. 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.
- 28.13 Rights of Federal Agencies. Sound Transit's design and construction of the Project is subject to a financial assistance contract between Sound Transit and the United States Department of Transportation, and the FTA. Both parties recognize that the FTA may request a change to this Agreement to comply with its funding requirements.

## **29.0 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.

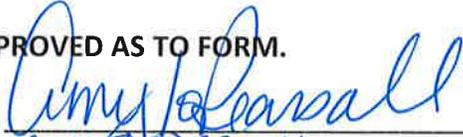
IN WITNESS WHEREOF, each of the parties has executed this Agreement by its authorized representative.

**CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY (SOUND TRANSIT)**

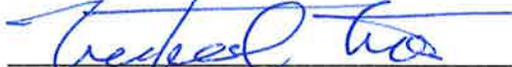
By.   
Peter M. Rogoff, Chief Executive Officer

Date. ~~2-27-19~~ 2-27-19

Authorized by Motion No. M2018-124 on October 25<sup>th</sup>, 2018.

**APPROVED AS TO FORM.**  
By.   
AMY J. PEARSALL Legal Counsel

**THE CITY OF DES MOINES**

By.   
Michael Matthias, City Manager

Date. 12-11-18

Approved by Resolution No. 1391 at the October 4, 2018 Des Moines City Council meeting.

**APPROVED AS TO FORM.**  
By.   
Tim George, City Attorney

## **EXHIBIT LIST**

- Exhibit A. Project Description and General Alignment
- Exhibit B. City of Des Moines – FWLE Essential Public Facility Land Use Approval
- Exhibit C. LOC City Landscape Code Interpretation
- Exhibit D. Code Vesting
- Exhibit E. LOC Right-of-Way Cross-Sections
- Exhibit F. LOC Demolition and Property Management
- Exhibit G. On-Street Parking Inventory – Study Area
- Exhibit H. Mitigation Plan from FWLE ROD
- Exhibit I. Transit Way Agreement
- Exhibit J. Preliminary Permitting Plan
- Exhibit K. Operations and Maintenance Responsibilities
- Exhibit L. TPSS Self-certification Letter
- Exhibit M. Approved Contractor Haul Routes
- Exhibit N. College Way Connection Project Conceptual Design and Scope
- Exhibit O. College Way Connection Project Inter-local Agreement
- Exhibit P. College Way Connection Project SEPA Review
- Exhibit Q. Highline College Signage Project (Locations)
- Exhibit R. South 224<sup>th</sup> Street End Scope



**EXHIBIT A:**

**PROJECT DESCRIPTION AND GENERAL ALIGNMENT**

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## **EXHIBIT A:**

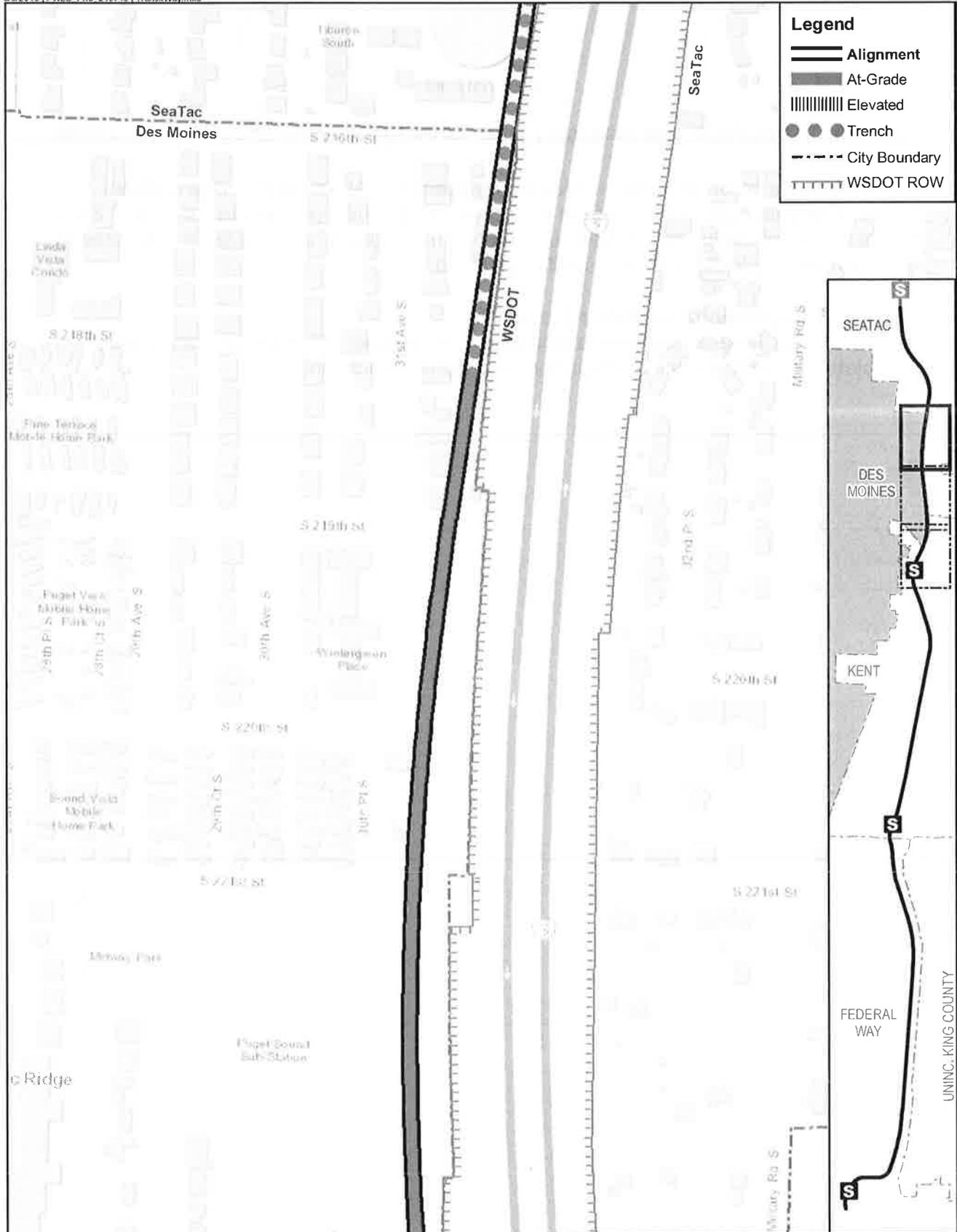
### **GENERAL DESCRIPTION OF LIGHT RAIL ALIGNMENT AND STATION LOCATION**

#### **General Description of Federal Way Link Extension Alignment in Des Moines**

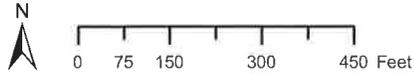
Route: Approximately 1.1 miles from the northern City limits on the north side of S 216th Street in a combination of retained cut, retained fill, at-grade, and elevated structures to the northern City limits at Kent Des Moines Road.

#### **Light Rail Alignment and Station Locations**

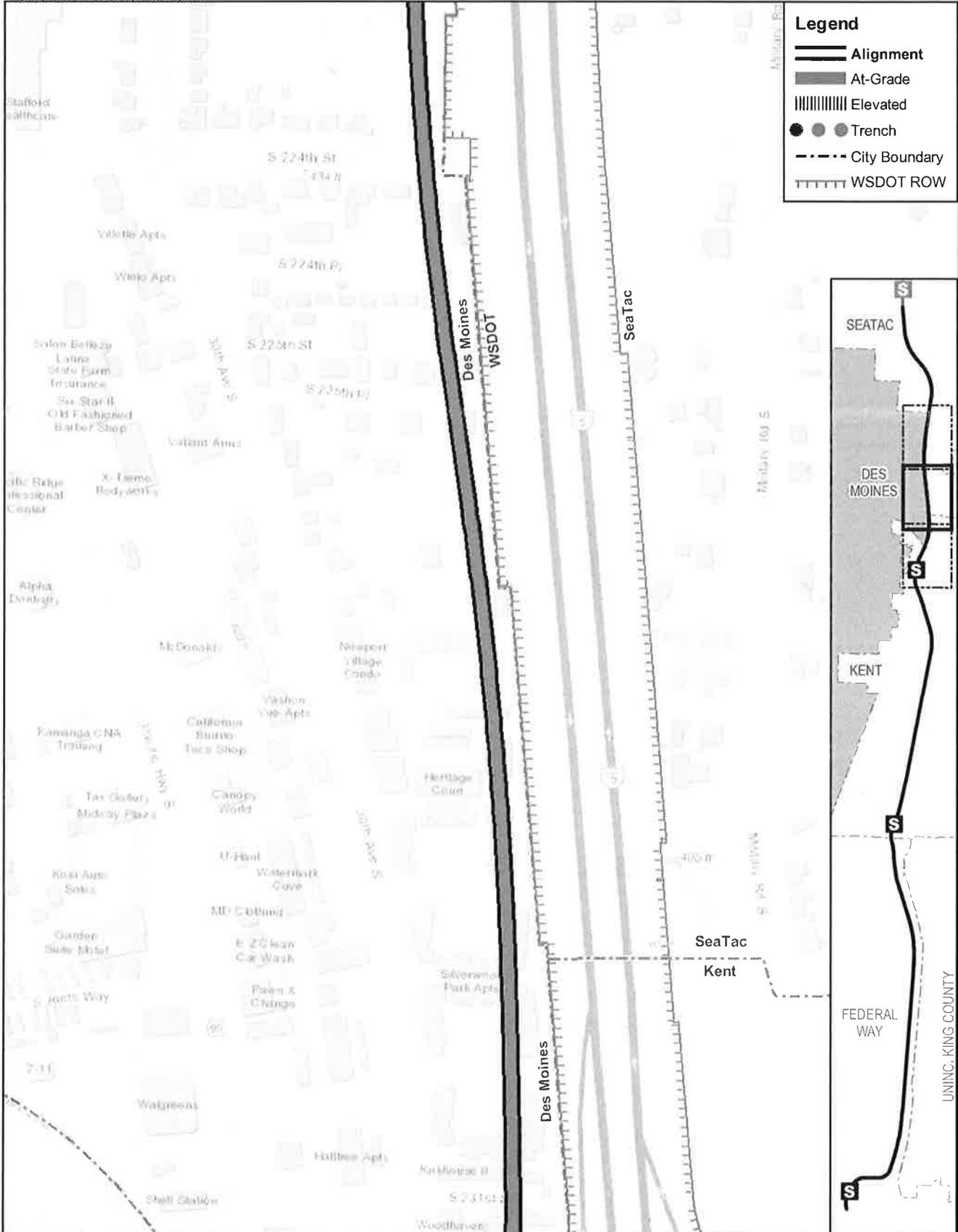
(REVIEWERS: Please reference associated PDF entitled: AE 0044-12 Transit Way Template Exhibit B: Light Rail Alignment and Station Locations)



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



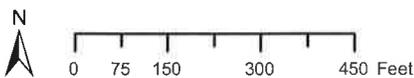
**EXHIBIT A-1**  
 Light Rail Alignment and Station Locations  
 City of Des Moines  
 Federal Way Link Extension

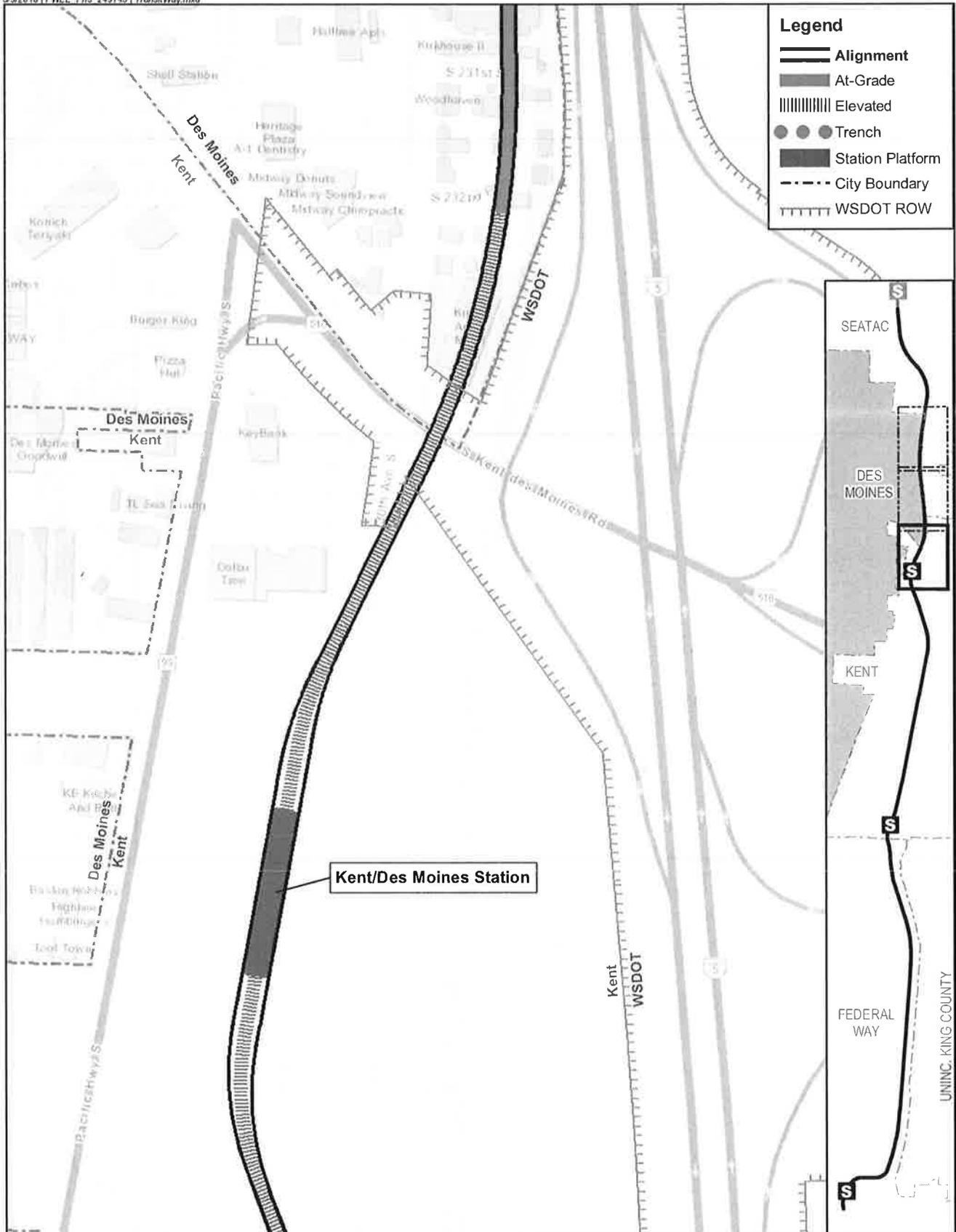


Service Layer Credits: Sources: Esri, HERE, DeLorme, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), swisstopo, MapmyIndia, © OpenStreetMap contributors, and the GIS User Community

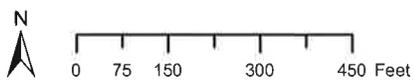
**EXHIBIT A-2**

**Light Rail Alignment and Station Locations  
City of Des Moines  
Federal Way Link Extension**





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



**EXHIBIT A-3**  
 Light Rail Alignment and Station Locations  
 City of Des Moines  
 Federal Way Link Extension

**EXHIBIT B:**

**CITY OF DES MOINES  
FEDERAL WAY LINK EXTENSION  
ESSENTIAL PUBLIC FACILITY  
LAND USE APPROVAL**

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April 24, 2018

Dan Brewer, PE  
Chief Operations Officer  
City of Des Moines  
21650 11<sup>th</sup> Avenue South  
Des Moines, WA 98198

**Subject: Alternative Process – Development Agreement for Federal Way Link Extension Project**

Dear Mr. Brewer:

Sound Transit requests Essential Public Facility (EPF) land use approval for the Federal Way Link Extension (FWLE) Project using the alternative development agreement process, in accordance with DMMC 18.255.100, in lieu of an unclassified use permit required under DMMC 18.255.050.

Sound Transit would also like to acknowledge, and to thank the City for its partnership efforts to date in advancing planning and design for the FWLE Project. These efforts have included on-going staff coordination, providing informal input and comment on various Project aspects, and reaching formal milestones, such as execution of a Project Term Sheet (setting forth general support for the Project) and a City Services Agreement. In both the City Term Sheet and the City Services Agreement, the City has recognized Sound Transit’s completion of substantive and procedural environmental review in accordance with SEPA requirements, with publication of the FWLE Project’s Final EIS in November 2016. The FEIS can be accessed at

<https://www.soundtransit.org/Projects-and-Plans/Federal-Way-Link-Extension/Federal-Way-document-archive/federal-way-link>.

As part of completing SEPA, and to prepare for issuance of a FWLE Design-Build construction contract, Sound Transit has satisfied all criteria required in DMMC 18.255.100. Satisfaction of all criteria by sub-section is detailed below.

- (1) **CITY REQUIREMENT:** The public has been notified and given an opportunity to comment in a process as rigorous as that required by chapter 18.20 and this chapter.  
**ST RESPONSE:** Sound Transit has been engaging the public and agencies since the start of early scoping in 2012, with a 30-day early scoping period, including two public meetings, one agency meeting, and an online survey. The Draft EIS process kicked off with formal public environmental scoping in June and

- CHAIR**  
**Dave Somers**  
*Snohomish County Executive*
- VICE CHAIRS**  
**Ron Lucas**  
*Steilacoom Mayor*
- John Marchione**  
*Redmond Mayor*
- BOARD MEMBERS**  
**Nancy Backus**  
*Auburn Mayor*
- David Baker**  
*Kenmore Mayor*
- Claudia Balducci**  
*King County Councilmember*
- Dow Constantine**  
*King County Executive*
- Bruce Dammeler**  
*Pierce County Executive*
- Jenny Durkan**  
*Seattle Mayor*
- Dave Earling**  
*Edmonds Mayor*
- Rob Johnson**  
*Seattle Councilmember*
- Kent Keel**  
*University Place Mayor*
- Joe McDermott**  
*King County Council Chair*
- Roger Millar**  
*Washington State Secretary of Transportation*
- Paul Roberts**  
*Everett Council President  
Mayor Pro Tem*
- Dave Upthegrove**  
*King County Councilmember*
- Peter von Reichbauer**  
*King County Councilmember*
- Victoria Woodards**  
*Tacoma Mayor*
- CHIEF EXECUTIVE OFFICER**  
**Peter M. Rogoff**

July 2013, which included meetings with the public and agencies, a comment period, and public notices and advertisements. The release of the Draft EIS in April 2015 included a formal review and comment period with two public meetings and hearings, one of which was held at Highline College on May 7, 2015. The Final EIS Notice of Availability was posted in the Federal Register and the SEPA Register on November 18, 2016, along with notices in local newspapers and on the Sound Transit website. There was a 30-day comment period held on the Final EIS from November 18, 2016 to December 19, 2016.

- (2) **CITY REQUIREMENT:** Proof of a published notice(s) regarding the proposed EPF in the City's official newspaper or equivalent media describing the proposal and soliciting comments, together with any written comments received on the proposed EPF.  
**ST RESPONSE:** Notification of the Project was made pursuant to SEPA, including solicitation for public comment on the Draft EIS, the Final EIS, and notification of the appeals process. Responses to comments received on the Draft EIS were include in Appendix I of the Final EIS. Responses to comments received on the Final EIS were included in the Project's Record of Decision. Please see response to criterion (a) for more details on public notification and comment periods.
- (3) **CITY REQUIREMENT:** Proof that the applicant has had at least one neighborhood meeting consistent with the requirements of DMMC 18.255.060 to discuss the proposed EPF.  
**ST RESPONSE:** Sound Transit has held numerous neighborhood meetings in the City of Des Moines throughout the Project's history. Most recently, in 2017, five meetings were hosted with residents in the Pacific Ridge neighborhood. ST also participated in four community events held in the summer of 2017, as well as inviting Des Moines residents to a station area "look and feel" community workshop at Highline College in September 2017.
- (4) **CITY REQUIREMENT:** An analysis of the facility siting criteria, including size, physical characteristics, support facilities, access, future expansion needs and analysis of alternative sites and a description of any applicable state or regional siting process.  
**ST RESPONSE:** Discussion of the criteria used in selecting the Preferred Alternative for the FWLE Project, alternatives evaluated, and siting process are documented in the Project's Final EIS – Section ES.5, published in November 2016.
- (5) **CITY REQUIREMENT:** A description of general environmental, traffic and social impacts and proposed mitigation measures.  
**ST RESPONSE:** A description of general environmental (Chapter 4.6-4.13), traffic (Chapter 3), and social (Chapter 4.4) impacts and proposed mitigation measures was included in the Project's Final EIS, published in November 2016.
- (6) **CITY REQUIREMENT:** The site's relationship to the projected service area and distribution of similar facilities within that service area.  
**ST RESPONSE:** The Project's Final EIS includes a description of the Project's purpose and need (Chapter 1) in the context of the projected service area and distribution of similar facilities and how the FWLE Project is expected to meet service area needs.

- (7) **CITY REQUIREMENT:** An analysis of the proposal's consistency with the City's comprehensive plan and applicable development regulations, and an identification of any inconsistencies.

**ST RESPONSE:** Through ST's work during the environmental review process and close coordination with City staff to both prepare the Project Requirements for the Design-Build Request for Proposals and draft the Development Agreement, ST has confirmed that the FWLE Project is generally consistent with the City's comprehensive plan and development regulations, as well as being referenced as a project anticipated for implementation in the City's Comprehensive Transportation Plan.

- (8) **CITY REQUIREMENT:** A proposed site plan and vicinity map with current zoning designations.

**ST RESPONSE:** Plans for the FWLE Project have been shared with the City at various stages of development and will also be exhibits in both the Transit Way Agreement and the Development Agreement. The Development Agreement will commit to an ongoing process of City review and approval as the plans evolve during Final Design. The Final EIS included conceptual plans for the Project and found that it was generally consistent with current City zoning (Chapter 4.2). These figures (Figure 4.2-1 and 4.2-2 from the Final EIS) are attached to this letter.

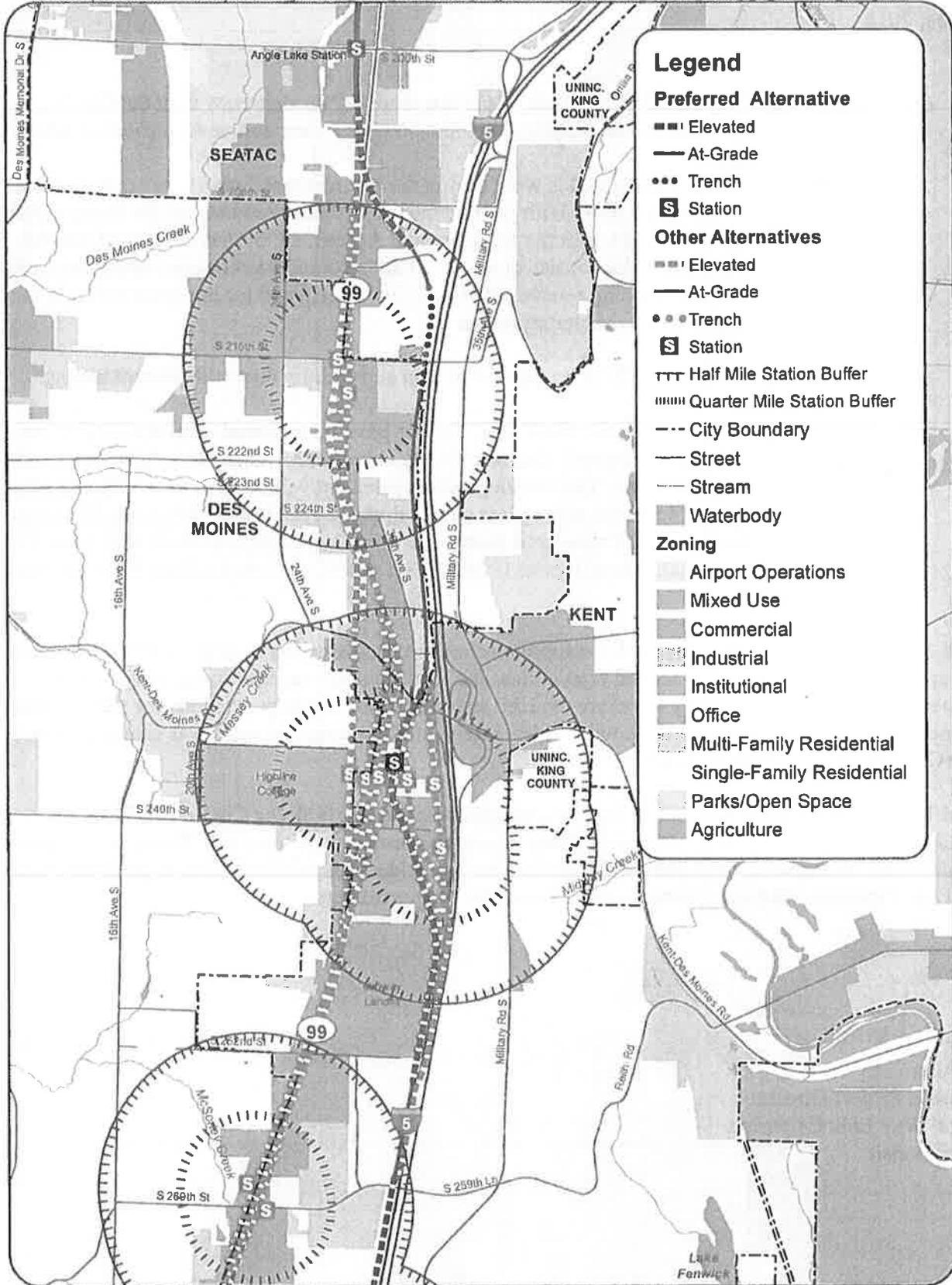
Sound Transit understands that this land use approval shall not be deemed to exempt the FWLE from any other applicable city, state and/or federal regulations, and the Development Agreement shall contain such reasonable conditions as necessary to ensure the EPF satisfies, to the extent practicable, the permit criteria and does not unreasonably impact the public health, safety, environment and welfare as enumerated in DMMC 18.255.080 through 18.255.110.

Sound Transit looks forward to continuing our productive partnership with the City of Des Moines, including execution of the FWLE Project's Development Agreement later this year. Please let me know if any additional information would be helpful in the City's consideration of this request to grant the Federal Way Link Extension land use approval with a Development Agreement.

Sincerely,



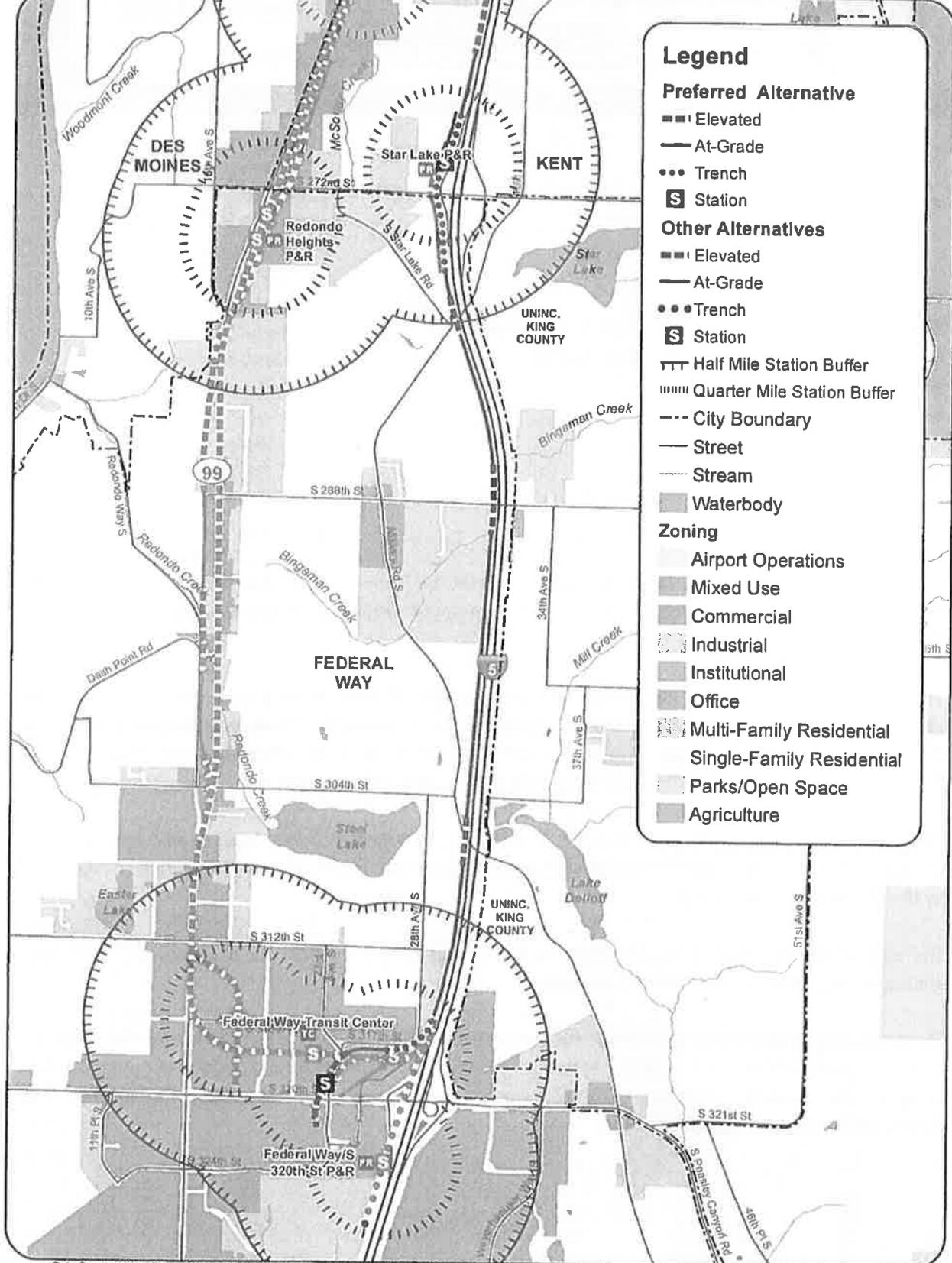
Dan Abernathy  
Executive Project Director  
Federal Way Link Extension  
Sound Transit



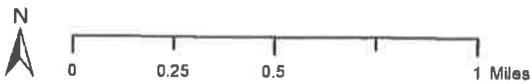
Data Sources: King County, Cities of Des Moines, Federal Way, Kent, SeaTac (2015)

**EXHIBIT 4.2-1**  
 Generalized Zoning  
 (North)  
 Federal Way Link Extension





Data Sources: King County, Cities of Des Moines, Federal Way, Kent, SeaTac (2015).



**EXHIBIT 4.2-2**  
**Generalized Zoning**  
**(South)**  
**Federal Way Link Extension**



# City of Des Moines

ADMINISTRATION  
21630 11TH AVENUE SOUTH, SUITE A  
DES MOINES, WASHINGTON 98198-6398  
(206) 878-4595 T.D.D.; (206) 824-6024 FAX:(206) 870-6540



June 28, 2018

Dan Abernathy  
Executive Project Director, Federal Way Link Extension  
Central Puget Sound Regional Transit Authority  
401 S. Jackson Street  
Seattle, WA 98104

RE: LUA2018-0010

Dear Mr. Abernathy,

Thank you for your April 24, 2018 letter requesting that the Federal Way Link Extension (FWLE) land use approval be processed through a development agreement, using the alternative process set forth in DMMC 18.255.100.

The City and Sound Transit have been working together in the planning and coordination of City requirements for the FWLE. Pursuant to your letter and the on-going coordination between our agencies, the City recognizes that a process as rigorous as an unclassified use permit has been undertaken by Sound Transit, through the draft and final EIS and additional on-going public processes.

This letter constitutes a determination that the FWLE is an essential public facility, and, agreement to process the land use approval through a development agreement, subject to a public hearing and approval by the Des Moines City Council.

The agreement to utilize a development agreement does not exempt the project from any other applicable city, state and/or federal regulations.

The development agreement will contain such reasonable conditions as necessary to ensure the proposed essential public facility satisfies, to the extent practicable, the permit criteria and does not unreasonably impact the public health, safety, environment and welfare as enumerated in DMMC 18.255.080 through 18.255.110.

The City Council will hold a public hearing prior to approval of the development agreement. At the hearing, any interested person may provide oral or written comment on matters relevant to the agreement. The City Council's decision shall be a final decision subject to appeal under chapter 36.70C RCW.

Notice of this determination will be published in the Seattle Times, the City's official newspaper of record.

A handwritten signature in blue ink, appearing to read "Michael Matthias", with a long horizontal flourish extending to the right.

Michael Matthias

City Manager

Appeal of this determination:

"The City Manager's or the City Manager's designee's determination shall be appealable to the City Council by the applicant or by any affected person. Appeals shall be filed pursuant to chapter 18.20 DMMC. The City Council shall hold a public hearing on the appeal within 30 days of the filing of the appeal. At the hearing, any interested person may provide oral or written comment on matters relevant to the appeal. The City Council shall issue a decision on the appeal within 14 days of the close of the hearing. The City Council's decision shall be a final decision subject to appeal under chapter 36.70C RCW."

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**EXHIBIT C:**

**LETTER OF CONCURRENCE  
CITY LANDSCAPE CODE INTERPRETATION**

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# City of Des Moines



PLANNING, BUILDING AND PUBLIC WORKS  
www.desmoineswa.gov  
21630 11TH AVENUE SOUTH, SUITE D  
DES MOINES, WASHINGTON 98198-6398  
(206) 870-7576 FAX (206) 870-6544



April 26, 2018

Dan Abernathy  
Executive Project Director, Federal Way Link Extension  
401 S. Jackson St  
Seattle, WA 98104

Subject: FWLE Letter of Concurrence – DMMC Code Interpretation Landscape and Irrigation

Dear Mr. Abernathy,

The purpose of this letter is to document Sound Transit's (ST) concurrence with the City of Des Moines (City) interpretation of Des Moines Municipal Code (DMMC) 18.195 regarding landscaping and irrigation proposed for the FWLE in Des Moines. Please find attached, the formal Zoning Code interpretation.

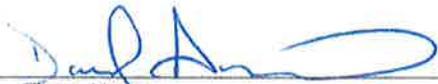
This interpretation responds to the City's understanding of Sound Transit's proposed design approach for the landscape buffer and associated irrigation for the FWLE and how the City will implement the recently enacted Landscape Code ordinance.

This Letter of Concurrence is intended to demonstrate the joint understanding and cooperation between ST and the City regarding landscape design during construction of the FWLE corridor in Des Moines.

Sincerely,

Daniel J. Brewer, P.E., P.T.O.E.  
Chief Operations Officer  
City of Des Moines

Concurrence:  
Sound Transit

By:  / 4/30/18  
Dan Abernathy, Executive Project Director, FWLE

Enclosure: Zoning Code Interpretation Related to the Application of the Des Moines Municipal Code Landscaping Provisions to Sound Transit Federal Way Link Extension

Cc: Susan Cezar, City of Des Moines – Chief Strategic Officer  
Doc Control

# Memo



**Date:** April 10, 2018  
**To:** Interested Parties  
**Cc:** Michael Matthias, City Manager  
Tim George, City Attorney  
Dan Brewer, Chief Operations Officer  
**From:** Susan Cezar, Chief Strategic Officer *SC*  
**RE:** Zoning code interpretation related to the application of the Des Moines Municipal Code landscaping provisions to the Sound Transit Federal Way Link Extension

---

## Introduction

This Zoning Code Interpretation relates to the application of the landscaping provisions of DMMC 18.195.080, 18.195.210, DMMC 18.195.425, and the City of Des Moines Street Development Standards, Appendix H: Street Tree Standards: Design of Street Tree Planting Areas, to the Sound Transit Federal Way Link Extension (FWLE). The listed DMMC provisions are interpreted as follows for the Sound Transit Federal Way Link Extension:

## Questions

1. Will the City allow FWLE to install irrigation which is not permanent for parts of the project that will become City right-of-way (ROW) and those parts that will be Sound Transit-owned properties?
2. Will the City accept responsibility for long-term maintenance of landscaping in City ROW after the warranty and establishment period has ended?
3. How will the City apply the provisions of 18.195.425 DMMC to the FWLE?

## Applicable Code Sections

### ***DMMC 18.195.080 Irrigation***

All landscape areas shall be irrigated by a *permanent*, underground sprinkler or drip watering system complete with automatic controls.

### ***DMMC 18.195.210 Maintenance.***

*The property owner shall be responsible for the maintenance of all landscaping required pursuant to this section, including any landscaping within a right-of-way, abutting the subject property. Such landscaping shall be maintained in good condition to present a neat and orderly appearance; shall be kept free from refuse and debris; living landscape material shall be kept alive and in a healthy condition; and in such a manner as to accomplish the purpose for which it was initially required.*

### ***DMMC 18.195.425 Landscaping for Essential Public Transportation Facilities.***

(1) A request to modify landscaping and/or irrigation requirements for essential public transportation facilities shall be detailed in landscape design plans submitted by the essential public transportation facility designer or design-builder. The landscape design shall clearly and in detail state what adjustments of requirements are being requested and the reasons such adjustments are warranted, and shall be accompanied with such supplementary data, such as sketches, surveys, statistical information and if appropriate how the landscape design conforms to design requirements and/or development agreements affecting the project, as deemed necessary to substantiate the adjustment.

(2) A required landscape buffer may be reduced by more than 50 percent for construction of essential public transportation facilities in conjunction with governmental acquisition of property for right-of-way expansion with approved landscape design plans incorporating existing or proposed vegetation, or alternative mitigation measures such as buffer or

open space averaging, off-site mitigation and fees paid in lieu pursuant to Chapter 16.25 DMMC or other alternative mitigation approaches which result in an "equal or better" buffer result for the project or benefit to the City.

(3) The requested modifications shall be processed as part of the applicable City permit or approval process in accordance with conditions associated with the approved modifications to required landscaping, landscape buffers and irrigation and as set forth in a City Council-approved development agreement pursuant to RCW 36.70B.

***DMMC 16.25.085 Off-site mitigation and fees paid in lieu.***

Where an applicant cannot provide for the minimum required replacement trees on site, off-site mitigation for private developments or a fee-in-lieu payment into the City's urban forestry fund for public developments may be approved by the Community Development Director.

(1) Where off-site mitigation is utilized, the remaining required replacement trees must be planted at an off-site location approved by the Director. Where the site is City-owned property, the public works and/or parks department must also approve the tree planting. Acceptable off-site locations, in order of priority, are as follows:

- (a) Publicly owned land in the City of Des Moines including but not limited to: environmentally sensitive areas; regional surface water facilities; or wildlife corridors. Similar lands owned by nonprofit entities that are reserved in open space also qualify.
- (b) Publicly owned parks or recreational facilities within the City of Des Moines.
- (c) Other mitigation or restoration sites managed by other public entities or private conservation groups.
- (d) Public school sites within the City of Des Moines.
- (e) Other sites proposed by the applicant, when it is documented that higher priority sites are not available or viable.

(2) Where use of a tree replacement fee is approved by the Director, the fee shall be paid into the City's urban forestry fund established in DMMC 3.51.150. The fee shall be established based on the number of replacement trees being satisfied as follows: The fee for each replacement tree shall cover the cost of a tree of the required size and type, installation (labor and equipment), maintenance for two years, and fund administration.

**Analysis**

***DMMC 18.195.080 Irrigation***

As part of the FWLE Project, Sound Transit has proposed to install irrigation systems in City public rights-of-way consistent with the above-referenced code. These irrigation systems will match and connect to existing irrigation systems where possible. After the warranty and establishment period, Sound Transit proposes to turn over this City right-of-way system for City long-term ownership and maintenance.

Sound Transit has requested that the City grant an exception to the requirement for installation of permanent irrigation systems for landscaping on Sound Transit-owned properties and rights-of-way. Sound Transit shall require their D/B Contractor to ensure all plantings receive irrigated water throughout the warranty and establishment period. This may include temporary irrigation system designed to accommodate a 3-5-year service life per Sound Transit Design Criteria Manual (Chapter 10.5.1) or any other efficient, cost-effective and water conservation method per specific site conditions as approved by Sound Transit and City during final design.

For landscaping installed by Sound Transit's D-B Contractor as part of restoration of private properties following temporary occupancy, Sound Transit shall require their D/B Contractor to ensure all plantings receive irrigated water throughout the warranty and establishment period or per Sound Transit agreement with private property owner. This may include temporary irrigation designed to accommodate a 3-5-year service life per Sound Transit Design Criteria Manual (Chapter 10.5.1) or any other efficient, cost-effective and water conservation method per specific site conditions as approved by Sound Transit during final design. The irrigation system will match and connect to existing private property irrigation system where applicable. After the warranty and establishment period, the irrigation system will be turned over to private properties for long-term ownership and maintenance.

***DMMC 18.195.210 Maintenance.***

For the FWLE Project, Sound Transit has proposed that the City accept responsibility for long-term maintenance of landscaping installed as part of the FWLE project within City of Des Moines right-of-way after the warranty and establishment period has ended.

***DMMC 18.195.425 Landscaping for Essential Public Transportation Facilities.***

It is the intent of Sound Transit to comply with requirements of the above-referenced code, which was developed in cooperation with the City and Sound Transit, reflecting the unique opportunities and constraints for the Parties inherent in the Project. The referenced code provides various options for appropriate landscaping, based on detailed design developed in future Project phases.

***DMMC 16.25.085 Off-site mitigation and fees paid in lieu.***

To the extent that that the City-required landscape buffer cannot be accommodated on Sound Transit-acquired right-of-way along the guideway alignment, it is the intent of Sound Transit to use the provisions of this section to use either off-site mitigation and/or fees paid in lieu to meet the City's requirements.

**Interpretation**

Within the authority of DMMC 18.195.425 Landscaping for Essential Public Transportation Facilities, the City will agree to the following subject to approval and provisions of the Development Agreement to be approved by the Parties in 2018:

1. The City will accept Sound Transit's D-B-installed irrigation system and accept responsibility for long-term maintenance of landscaping installed in City ROW after the plant warranty and establishment period.
2. The City will modify the requirement for permanent irrigation in Sound Transit-owned properties per specific site conditions as approved by Sound Transit and City during final design.
3. The City will allow Sound Transit's DB-Contractor to implement one or more of the following options to meet the 25-foot landscape buffer area requirement along the entire guideway in Des Moines (except for the R-SE zoned property belonging to Puget Sound Energy):
  - a. A strategy of "buffer averaging," specified in DMMC 18.195.425 will be an acceptable landscaping modification to DMMC 18.195.140, provided that a minimum of 50% of the required area for landscape buffer is provided in properties owned by Sound Transit per DMMC 18.195.140.
  - b. Sound Transit may receive buffer averaging credit for the installation of Type II landscaping on private property if agreed to by the private property owner and placed in a covenant.
  - c. The City will consider approving a reduced landscape buffer depth per DMMC 18.195.140 for multi-family properties provided a noise wall that meets mitigation requirements laid out in the FWLE FEIS is installed, thereby buffering residential units above the ground level and an equivalent amount of landscape buffer is provided elsewhere in the City.
  - d. To the extent that the required area of landscape buffer or replacement trees cannot be accommodated adjacent to the guideway, Sound Transit may propose to satisfy these requirements through off-site or fees paid in-lieu in accordance with the provisions of DMMC 16.25.085 and the associated worksheet.
  - e. For properties which Sound Transit will have only temporary construction easements, respective property owners will be offered the opportunity to have additional landscaping provided by Sound Transit's D-B Contractor, should they grant permission and per Sound Transit's negotiated temporary easement. Such landscaping may be credited against the overall required buffer area if it meets the City's Type II landscape criteria and is permanently protected through a covenant or other means acceptable to the City.
  - f. For both Sound Transit owned property and properties for which Sound Transit will have only temporary rights-of-occupancy, landscaping design will be provided in compliance with the following:
    - i. Requirements for Type II landscaping per DMMC 18.195.390;
    - ii. Sound Transit's Vegetation Clear Zone requirements as diagrammed in Project Requirements Vol. 2, Appendix 2.4;
    - iii. Neighborhood preferences determined in outreach briefings summarized in Project Requirements Vol.2, Appendix 2.3.

## **Appeal**

This code interpretation is considered a Type I land use decision (DMMC 18.20.150) and may be appealed provided a proper and complete appeal that meets all requirements of DMMC 18.20.160 is filed with the City Clerk at 21630 11th Avenue South, Suite A, Des Moines, WA 98198, within 10 days of the receipt of this letter. The DMMC may be found through a link on the City's website home page at [www.desmoineswa.gov](http://www.desmoineswa.gov) and the current fee schedule can be found at: <http://www.desmoineswa.gov/184/Permit-Applications-Worksheets>.

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**EXHIBIT D:**  
**CODE VESTING**

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## DRAFT City of Des Moines Code References

This table identifies codes which shall be vested by the City of Des Moines. The version of the code vested shall be the version that is adopted and in effect at the date of the execution of the Development Agreement, unless otherwise noted in this table. Vesting will apply to the FWLE light rail project and related transit amenities included in the Design-Build contract, and will not apply to alterations to commercial and residential type buildings impacted by the construction.

<b>City of Des Moines – Codes and Standards</b>
<b>International Code Council (ICC) with published or adopted state and local amendments:</b>
International Building Code (IBC) 2015
International Mechanical Code (IMC) 2015
International Fire Code (IFC) 2015
International Fuel Gas Code (IFG) 2015
International Energy Conservation Code (IECC) 2015
American National Standards Institute (ICC/ANSI) A117.1-2009 Department of Justice ADA Standards for Accessible Design
<b>International Association of Plumbing and Mechanical Officials (IAPMO)</b>
Uniform Plumbing Code, 2015
<b>National Fire Protection Association (NFPA) standards with published or adopted state and local amendments:</b>
NFPA 10 Standard for Portable Fire Extinguishers 2018
NFPA 13 Standard for the Installation of Sprinkler Systems 2016
NFPA 14 Standard for the Installation of Standpipes Private Hydrant and Hose Systems 2016
NFPA 20 Standard for the Installation of Stationary Pumps for Fire Protection 2019
NFPA 25 Standard for Water Based Fire Protection Systems 2017
NFPA 54 National Fuel Gas Code 2018
NFPA 70 National Electrical Code (NEC) 2017
NFPA 70E Electrical Safety in the Workplace 2018
NFPA 72 National Fire Alarm Code 2016
NFPA 101 Life Safety Code 2018
NFPA 110 Standard for Emergency and Standby Power Systems 2016
NFPA 130 Fixed Guideway Transit Systems 2017
NFPA 2001 Standard for Clean Agent Fire Protection Systems 2018
<b>City of Des Moines Municipal Code</b>
Title 7 – Health and Sanitation

## DRAFT City of Des Moines Code References

Title 10 – Traffic Code
Title 11 -- Utilities
Title 12 – Streets, Sidewalks and Public Spaces
Title 13 – Water and Sewers
Title 14 – Buildings and Construction
Title 16 -- Environment
Title 18 -- Zoning
Title 20 -- Telecommunications
<b>Other City of Des Moines Standards</b>
City of Des Moines Street Development Standards
City of Des Moines ROW Construction Standards and Requirements

**EXHIBIT E:**

**LETTER OF CONCURRENCE  
RIGHT-OF-WAY CROSS-SECTIONS**

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April 4, 2017

Dan Brewer  
Chief Operations Officer  
City of Des Moines  
21650 11<sup>th</sup> Ave South  
Des Moines, WA 98198

Subject: Federal Way Link Extension Letter of Concurrence 003, City of Des Moines Right-of-Way Cross-Sections

Dear Mr. Brewer,

Sound Transit recently concluded the environmental process for the Federal Way Link Extension Project, with the Federal Transit Authority publication of the environmental Record of Decision on March 9, 2017, and will soon begin the process to acquire property interests needed for the project. To meet the Sound Transit Board's goal of starting revenue operations in 2024, it is critical that pre-acquisition activities be undertaken in advance. A key pre-acquisition activity is confirming that the roadway cross-sections to be improved by Sound Transit are consistent with current City street standards.

The following exhibits and drawings depict cross sections for S 220<sup>th</sup>, S 221<sup>st</sup>, and S 224<sup>th</sup> St cul-de-sacs and S 236<sup>th</sup> Ln, consistent with the Pre-Final Preliminary Engineering Submittal, dated July 29, 2016, which was provided to the City and updated to address City comments.

- Drawings L05-CRP108, CRP110 and Exhibit D-1 depict S 220<sup>th</sup> St, S 221<sup>st</sup> and S 224<sup>th</sup> St cul-de-sacs
- Drawing L05-CRP156, CRP158 and Exhibit D-2 depicts S 236<sup>th</sup> Ln at SR 99 and adjacent to Highline College parking lot

Sound Transit requests the City's confirmation that the Right-Of-Way Cross-Sections shown in the exhibits to this letter, and described in the exhibits, are consistent with current City street standards. Please indicate your concurrence by signing below on both copies and returning one copy of this letter to us by April 7, 2017, so that ROW certification and property acquisition for the project can continue on schedule. If you have any questions, please contact Dan Abernathy at (206) 398-5000 or dan.abernathy@soundtransit.org.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Dan Abernathy', written over a horizontal line.

Dan Abernathy  
Federal Way Link Extension Executive Director  
DECM

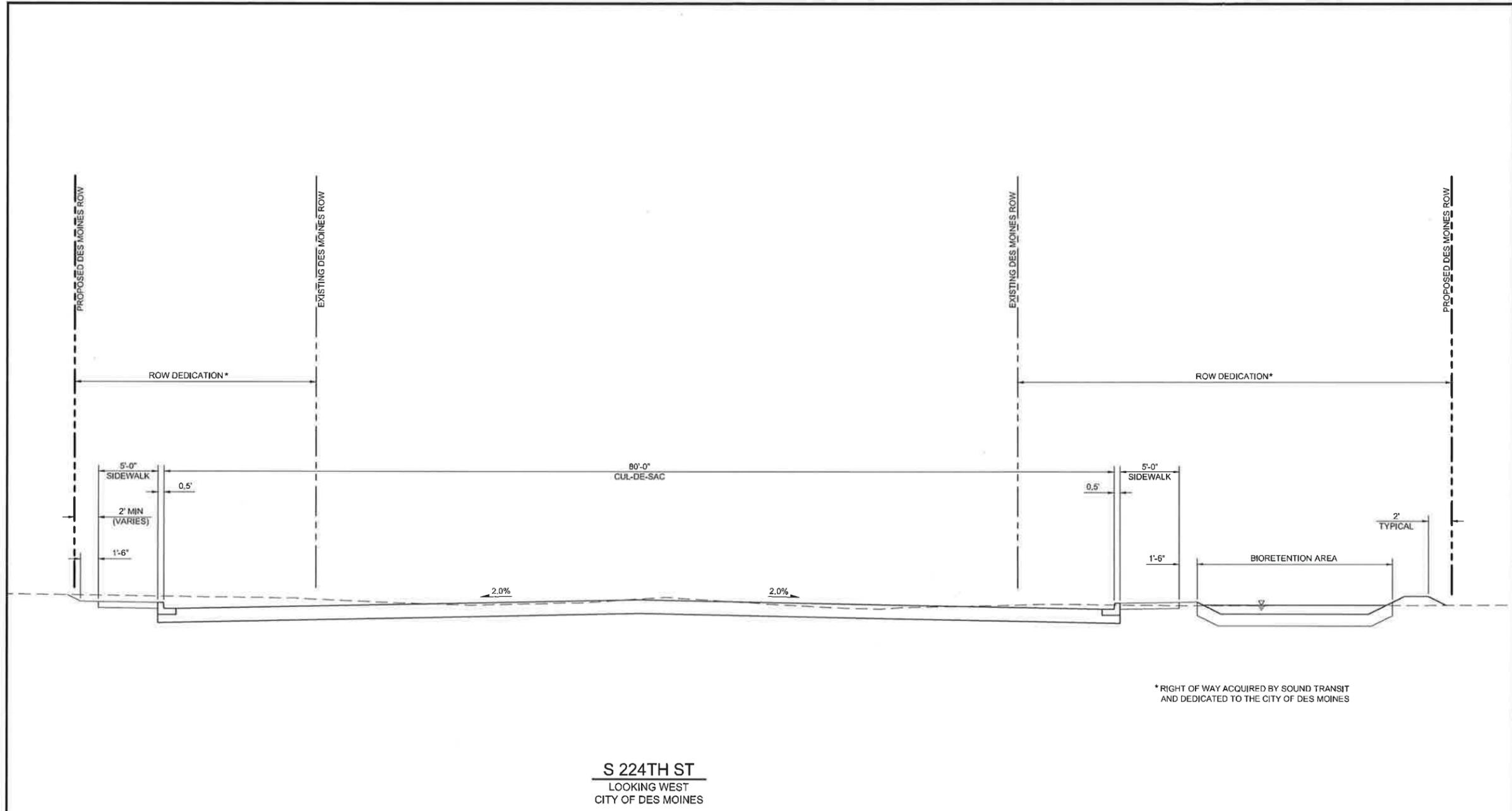
Concurrence:

City of Des Moines

By:  / 4-6-2017  
Date  
Dan Brewer, P.E.  
Chief Operations Officer  
City of Des Moines

Enclosure: Drawings and Exhibits

Cc: Brandon Carver, Public Works Director  
Doc Control



S 224TH ST  
 LOOKING WEST  
 CITY OF DES MOINES

**EXHIBIT D-1**

03/09/17 1:41:10 PM I:ITCP  
 C:\P\WORKING\SEAD\1928248\SECTIONS\MISC-V3.DWG

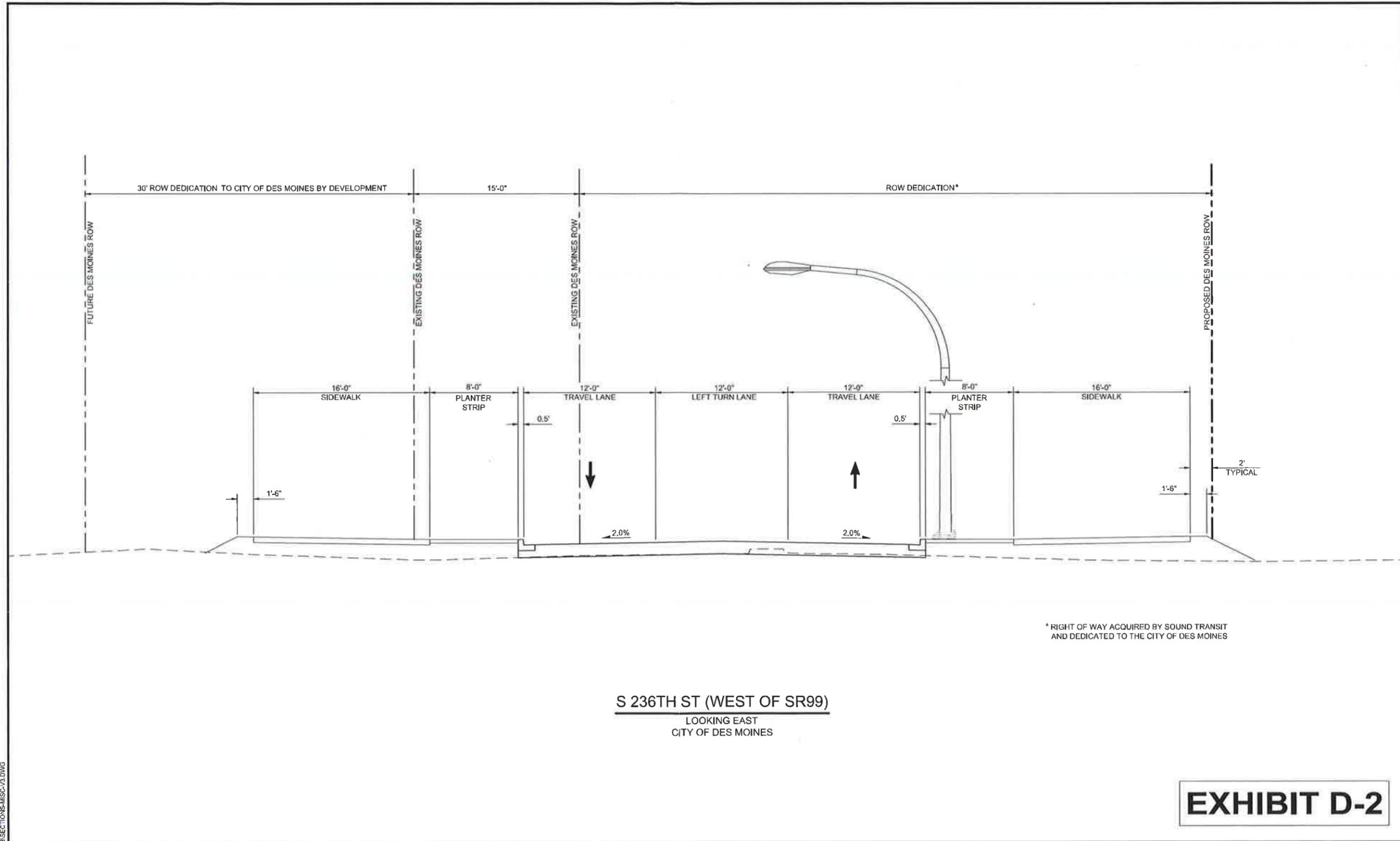


NOT TO SCALE

**DRAFT** FOR DISCUSSION PURPOSES ONLY. NOT APPROVED BY OR ON BEHALF OF ANY PARTY.

JANUARY 2017

**SOUND TRANSIT  
 FEDERAL WAY LINK EXTENSION**  
 CITY OF DES MOINES  
 S 224TH ST



**EXHIBIT D-2**

03/08/17 | 1:10 PM | ITOP  
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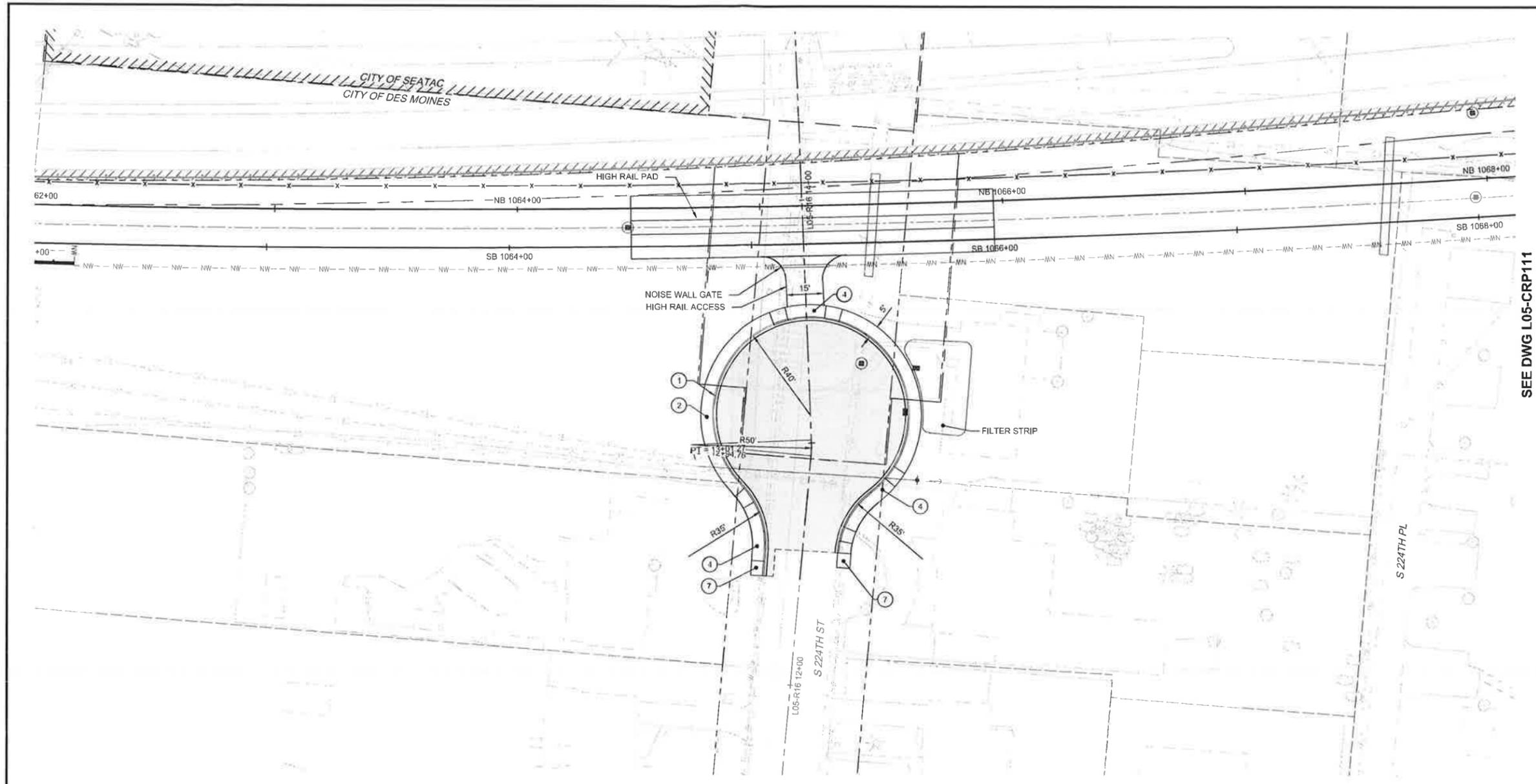
**DRAFT** FOR DISCUSSION PURPOSES ONLY. NOT APPROVED BY OR ON BEHALF OF ANY PARTY.

NOT TO SCALE

JANUARY 2017

**SOUND TRANSIT**  
**FEDERAL WAY LINK EXTENSION**  
CITY OF DES MOINES  
S 236TH ST





SEE DWG L05-CRP111

- # CIVIL/ROADWAY NOTES:**
1. CEMENT CONCRETE CURB AND GUTTER
  2. CONCRETE SIDEWALK CURB RAMP
  3. DRIVEWAY APPROACH PRECAST TRAFFIC CURB
  4. CEMENT CONCRETE TRANSITION RAMP
  5. PLANTING STRIP
  10. GUARDRAIL
  11. CONCRETE BARRIER
  12. ROLLED CURB
  14. CONCRETE PAD, BUS STOP AND SHELTER

- ILLUMINATION NOTES**
1. INSTALL SHORTENED LIGHT POLE ON EXISTING FOUNDATION
  3. INSTALL SALVAGED LIGHT POLE ON NEW FOUNDATION
  4. INSTALL SALVAGED LIGHT POLE ON EXISTING FOUNDATION
  8. RETAIN/PROTECT EXISTING LIGHT POLE AND SYSTEM
  10. INSTALL NEW LIGHT POLE ON NEW FOUNDATION

- PAVEMENT LEGEND:**
- CONCRETE ROADWAY
  - ASPHALT PAVEMENT
  - GRAVEL ROADWAY
  - ASPHALT OVERLAY
  - PRIVATE PROPERTY RESTORATION
  - FARE-PAID ZONE PAVEMENT
  - PLAZA PAVEMENT

- GENERAL NOTES**
1. ROADWAY DESIGNS WILL ABIDE BY MOST RECENT LOCAL JURISDICTIONAL DESIGN STANDARDS.
  2. FOR POND PLANS, DETAILS, AND ACCESS ROADS, AND FOR ROADWAY DRAINAGE DETAILS SEE UDP SHEETS.
  3. FOR LANDSCAPING DETAILS SEE LPP SHEETS
  4. FOR STATION DETAILS SEE ASP AND APP SHEETS.
  5. FOR WALL DETAILS SEE WSP200 SHEETS
  6. FOR UTILITY RELOCATIONS SEE URP SHEETS.

02/21/17 | 3:26 PM | ITCP  
C:\P\WORKING\SEATTLE\05-CRP110\DWG

**PRE FINAL PE SUBMITTAL**

DESIGNED BY:  
**J. KEYES**  
DRAWN BY:  
**B. HARRIS**  
CHECKED BY:  
  
APPROVED BY:



SUBMITTED BY:  
**EDWARD HERALD**  
DATE:  
**02/13/2017**

REVIEWED BY:  
  
DATE:  
**02/13/2017**



SCALE:  
**1"=20'**  
FILENAME:  
**FWEA-L05-CRP110**  
CONTRACT No.:

**FEDERAL WAY LINK EXTENSION  
CONTRACT NUMBER**  
PRELIMINARY ENGINEERING PLANS  
PAVING GRADING AND ILLUMINATION  
PLAN  
S 224TH ST

DRAWING No.:  
**L05-CRP110**  
FACILITY ID:  
SHEET No.:  
**522**  
REV:

No	DATE	DSN	CHK	APP	REVISION

**EXHIBIT F:**

**LETTER OF CONCURRENCE  
DEMOLITION AND PROPERTY MANAGEMENT**

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November 29, 2017

Dan Brewer, P.E.  
City of Des Moines - Chief Operations Officer  
21650 11th Avenue S.  
Des Moines, WA 98198

**Subject: FWLE Letter of Concurrence – Demolition/Property Management Plan  
Acceptance**

Dear Mr. Brewer:

The purpose of this letter is to document the agreement made between Sound Transit and the City of Des Moines relating to the proactive property management/ demolition of parcels acquired by Sound Transit for the construction and operation of the Federal Way Link Extension (FWLE) corridor. Please find attached, the Demolition Program and the Demolition Permit Information proposed by Sound Transit and approved by City staff.

The procedures for property management will vary for single-family residential homes, multi-family complexes, and commercial properties depending on occupancy, site conditions, building material, size, permit requirements, and the extent of relocation activities required. For example, apartment complexes and commercial buildings require more extensive relocation activities and engineering detail to prepare demolition plans and specifications when compared to the relocation and demolition of a single-family home. Each property will be dealt with on a case-by-case basis through on-going coordination between Sound Transit and the City of Des Moines.

Sound Transit and the City of Des Moines will work closely to identify problem properties and minimize their vacancy time through an accelerated contractor award process and a coordinated permit approval process. ST will provide the City with a periodic status report of ROW activities, including residential units that have been vacated. Prior to demolition of these properties, Sound Transit personnel will secure the property and perform routine surveillance. After the demolition of structures, Sound Transit Property Management will restore the property with lawn and maintain the site on a regular basis. This Letter of Concurrence is intended to demonstrate the joint understanding and cooperation between Sound Transit and the City of Des Moines regarding structure demolition and property management during pre-construction and construction of the FWLE corridor.

Sincerely,

Dan Abernathy  
Executive Project Director  
Sound Transit - Federal Way Link Extension

**CHAIR**

**Dave Somers**  
*Snohomish County Executive*

**VICE CHAIRS**

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*Redmond Mayor*

**Marilyn Strickland**  
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**Peter von Reichbauer**  
*King County Councilmember*

**CHIEF EXECUTIVE OFFICER**

**Peter M. Rogoff**

Dan Brewer, P.E.  
November 29, 2017  
Page 2

Concurrence:  
City of Des Moines

By:  / 12-14-2017  
Date  
Dan Brewer, P.E.  
City of Des Moines - Chief Operations Officer

Enclosure: FWLE Demolition Prgram  
FWLE Demolition Permit Information

cc: Brandon Carver, City of Des Moines - Public Works Director  
Doc Control

## Sound Transit FWLE – Demolition Program

The Sound Transit (ST) Federal Way Link Extension (FWLE) will extend the light rail alignment from Angle Lake Station to the vicinity of the existing Federal Way Transit Center. The light rail extension is about 7.8 miles, consisting of a combination of elevated and at-grade guideway. The FWLE will also construct three new elevated stations and associated parking lots. These three stations will be constructed at Kent Des Moines Road, S. 272<sup>nd</sup> Street and S. 317 Street (immediately south of the existing Federal Way Transit Center). The temporary terminus, including the proposed tail-tracks, will be at the eastern edge of The Commons at Federal Way.

The FWLE will be completed using a design-build (DB) delivery method. The Request for Proposal will be issued in the summer of 2018, and Notice-to-Proceed (NTP) will be awarded to the winning DB Contractor in the summer of 2019. The first phase of construction will be building demolition along the light rail alignment.

The purpose of this memo is to describe the ST demolition program and contract strategy to minimize the number of vacant properties that ST acquires, waiting to be demolished.

### *Property Impact & Acquisition*

At the completion of preliminary design, ST identified property impacts<sup>1</sup> along the proposed 7.8 miles alignment. The following tables summarize the impacts:

	Numbers	Bldg. Impact	Commercial	Single-Family Residence (SFR)	Multi-Family
Parcel Impacted	261	75	34	20	21
Full Take	91	59	27	16	16
Partial Take	170	16	7	4	5

Priority 1 – Bldg. impact		SeaTac	Des Moines	Kent	Federal Way	Total
Res	SFR	2	7	5	0	14
	Multi	1	10	1	1	13
Com		2	0	15	8	25

Priority 2 – Bldg. impact		SeaTac	Des Moines	Kent	Federal Way	Total
Res	SFR	0	1	2	1	4
	Multi	1	4	1	0	6
Com		1	1	2	1	5

<sup>1</sup> Property Impact Information taken from ST Real Property Impact matrix, dated 6/9/2017.

Priority 3-4 – Bldg. impact		SeaTac	Des Moines	Kent	Federal Way	Total
Res	SFR	0	2	0	0	2
	Multi	0	2	0	0	2
Com		1	0	3	0	4

Among the 261 impacted parcels, 75 parcels will have building impacts. The FWLE property acquisition program is divided into four priority groupings based on resource availability and the level of impact. More groupings may be required at a later time.

In late April, ST Staff presented the Priority 1 group to ST Board for authority to acquire the properties; and the Board approved the motion. ST will start obtaining ownership / possession & use (P&U) by the end of this year. ST is scheduled to acquire approximately 14 single-family residences (SFR).

### *Sound Transit Property Management Program*

Once ST obtains ownership of a piece of property, ST Property Management (PM) Division will change all the locks on the property and make all necessary maintenance to secure the property. Along with ST Police Department, ST Security, and PM will regularly inspect and patrol the property. During and after the property is demolished, PM will also perform routine maintenance, such as repairing damaged fences, mowing the lawn to keep the property well-maintained.

### *Events Leading Up to Demolition*

On a typical single-family residence, the property will be vacated within 4 weeks of closing. ST usually works with property owners to relocate in advance of or as soon as possible after closing. ST would like to work with AHJs to start the required permitting process for demolition soon after ST makes a formal offer to the property. ST has been coordinating with private utilities throughout preliminary engineering. The AHJs and Utilities' permit requirements are described in the FWLE Demolition Permit Information (see attached document). After the property is vacated, a ST Consultant will perform the Hazardous Building Materials (HBMS) inspection. With the HBMS result, ST will have all the necessary information for the demolition permit.

For multi-family residences, such as apartment complexes, multi-level buildings, and commercial properties, ST will perform necessary architectural and engineering to prepare demolition plans and specifications prior to issuing the contract for demolition. Additional time will be required. Due to relocation constraints, full vacation of multi-family buildings is typically longer than 4 weeks from closing.

ST has identified a list of tasks that ST can perform in advance of demolition:

1. Architectural and Engineering plans for multi-family and commercial properties
2. Relocation
3. HBMS (need owner permission)
4. Permit process to full take properties (need AHJ waiver / concurrence)

## Demolition Contract Strategy

During our regular meeting with AHJs, ST staff noted the concern about vacant properties waiting for demolition. AHJs have experienced transient occupation of these vacant homes; and vacant properties are also targets for various types of crime. ST will utilize a couple contract delivery methods with the goal of minimizing the vacancy time for single-family residences.

### 1. Small work contracts

Within the Priority 1 grouping, ST anticipates acquiring 14 SFRs by the end of this year. ST estimated that it will cost around \$20,000 to demolish each SFR, including hazardous materials removal. ST currently has a small works roster that can be utilized for public works contracts under \$300,000. The procurement duration for this type of contract is usually 10 weeks and requires minimal plans and specs in order to help expedite the process.

	Process	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr
1	Procurement (2 ½ months)								
2	Initial offer								
3	Ownership (P & U)								
4	Secure property (1 week)								
5	Vacation / Relocation (90 days max.)								
6	Permits (8 weeks)								
7	HBMS **								
8	Demolition (1 week)								
9	Site Restoration (1 week)								

\*\* Sound Transit will request permission from property owners to perform this task once the initial offers are made.

For a typical SFR, it will take up to 4 months to complete the demolition. All the required procedures – permitting, vacation and HBMS could not start until ST obtains ownership / P&U. And the demolition work could not commence until the property is vacated.

If AHJs are partening with ST, ST can start the permit application in advance. With a vacated SFR with no known hazardous materials, the demolition can be completed within one week after ST obtain ownership.

However, the worst scenario is to have a vacated property before ST completes the closing.

### 2. Large contracts

For more complex demolition for multi-family and commercial properties, ST will utilize standard low bid public works contracts with full plans and specs. The relocation time for these properties usually takes longer, and the procurement duration for this type of contract is usually 6 months. This will also require approval from the ST Board.

	Process	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep
1	Procurement (4 mon.)					■	■	■	■					
2	Initial offer		◆											
3	Engr. doc. Prep.	■	■	■	■									
4	Ownership					■								
5	Secure property					■								
6	Vacation / Relocation (6 months)					■	■	■	■	■	■			
7	Permits (3 months)					■	■	■						
8	HBMS **					■	■	■						
8	Demolition											■	■	
10	Site Restoration													■

\*\* Sound Transit will request permission from property owners to perform this task once the initial offers are made.

### 3. Job order contract (JOC)

If there is a high risk SFR, ST will work with AHJs to expedite the demolition permit process. ST PM Division will take all necessary actions to secure the property. ST will reserve utilizing this contract method to perform demolition-in-demand (DID). At this time, ST is planning up to five (5) JOC contracts for the FWLE demolition program.

	Process	Sep	Oct	Nov	Dec	Jan	Feb	Mar
1	Procurement (2 weeks)		■					
2	Initial offer		◆					
3	Ownership (P & U)			■				
4	Secure property (1 week)			■				
5	Vacation / Relocation (90 days max.)			■	■	■		
6	Permits (4 weeks)				■			
7	HBMS **			■				
8	Demolition (1 week)						■	
9	Site Restoration (1 week)						■	

\*\* Sound Transit will request permission from property owners to perform this task once the initial offers are made.

ST is committed to work with AHJ to make the property demolition a smooth process with the least impact necessary to the communities along the FWLE alignment. This document summarizes ST demolition programs and processes. We are looking forward to hearing your feedback and working with you to bring the light rail to your communities.



## FWLE – Demolition Permit Information

May 18, 2017

Demolition permits will be required by City building departments for removal of any structures (residential and commercial) on a property. Separate permits may be required for each structure. Each jurisdiction has their own demolition application form or checklist; however the required information and approvals are generally the same. The Cities require several signatures from affected utilities or agencies to be obtained in advance of them issuing the actual demolition permit.

In general, each structure to be demolished will require the following items prior to submittal of the demolition application to the city building department:

- An Asbestos survey conducted by a certified Asbestos Hazardous Emergency Response Act (AHERA) building Inspector
- A Notice of Intent filed with the Puget Sound Clean Air Agency (if structure has a projected roof area 120 square feet or more)
- Actual signatures from utility providers/agencies or acknowledgement that approvals are required

The bullets and links below provide application form, checklists, and information sheets for each of the cities.

### City of Kent

- Demolition Information Sheet <http://www.kentwa.gov/home/showdocument?id=745>
- Demolition Pre-App <http://www.kentwa.gov/home/showdocument?id=765>
- Underground Tanks requires separate Fire Department Permit Approval

### City of Federal Way

- Demolition signature sheet:  
<http://www.cityoffederalway.com/sites/default/files/Documents/Department/CD/Building/122%20Demolition%20Permit%20Requirements.pdf>
- Demolition contact information sheet:  
<http://www.cityoffederalway.com/sites/default/files/Documents/Department/CD/Building/109%20Demolition%20Permit%20Contact%20List.pdf>
- Construction Permit application required:  
<http://www.cityoffederalway.com/sites/default/files/Documents/Department/CD/Building/100%20Permit%202016%20Application.pdf>

### City of Des Moines

- Building Permit Application <http://www.desmoineswa.gov/DocumentCenter/View/136>
- Demolition Checklist <http://www.desmoineswa.gov/DocumentCenter/View/2500>
- PSCAA Checklist: <http://www.desmoineswa.gov/DocumentCenter/View/131>



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## City of SeaTac

- Demolition Checklist:  
<http://www.ci.seatac.wa.us/Modules/ShowDocument.aspx?documentid=391>
  - A SEPA Checklist must be submitted if it is a non-single family structure or if the structure is <4,000 square feet
  - Requires site restoration
- Demolition Application Form  
<http://www.ci.seatac.wa.us/Modules/ShowDocument.aspx?documentid=345>

## Utilities

General: utility district work for demolitions is triggered by the City demolition permit. District-specific demolition permit still required.

### Highline Water District

Highline Water District's project-related service area falls within the cities of Des Moines, SeaTac, Kent and Federal Way.

- Over-the-counter permit.
- Water service connection to be removed at the main for abandoned services.
  - The service can temporarily be converted to an irrigation service (no basic monthly fee, unlike a domestic service) and the meter removed. Connection to the main can be removed later. This will need to be tracked to ensure service connection abandonment occurs.
  - Preference is to remove service connection at time of abandonment.

### Midway Sewer District

Midway Sewer District's project related service area covers all falls within the cities of Des Moines, SeaTac and Kent.

- Over-the-counter permit (\$25).
- Side sewer connection to be capped at the main prior to demolition.
- Work must be performed by a district-approved side sewer contractor.
- Considered routine service, so isn't subject to any agreements established between ST and the District related to the FWLE project.

### Lakehaven Water and Sewer District

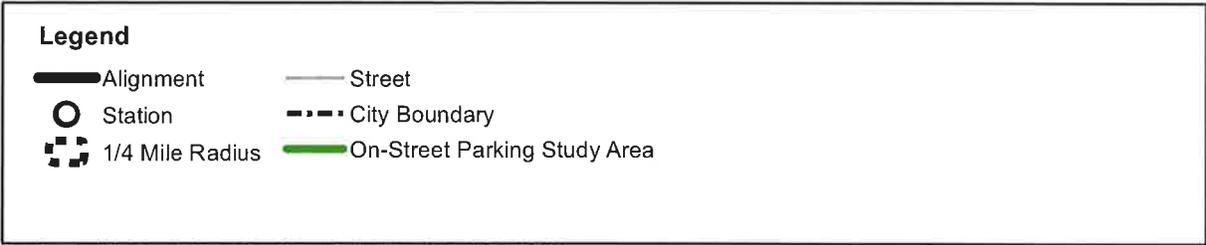
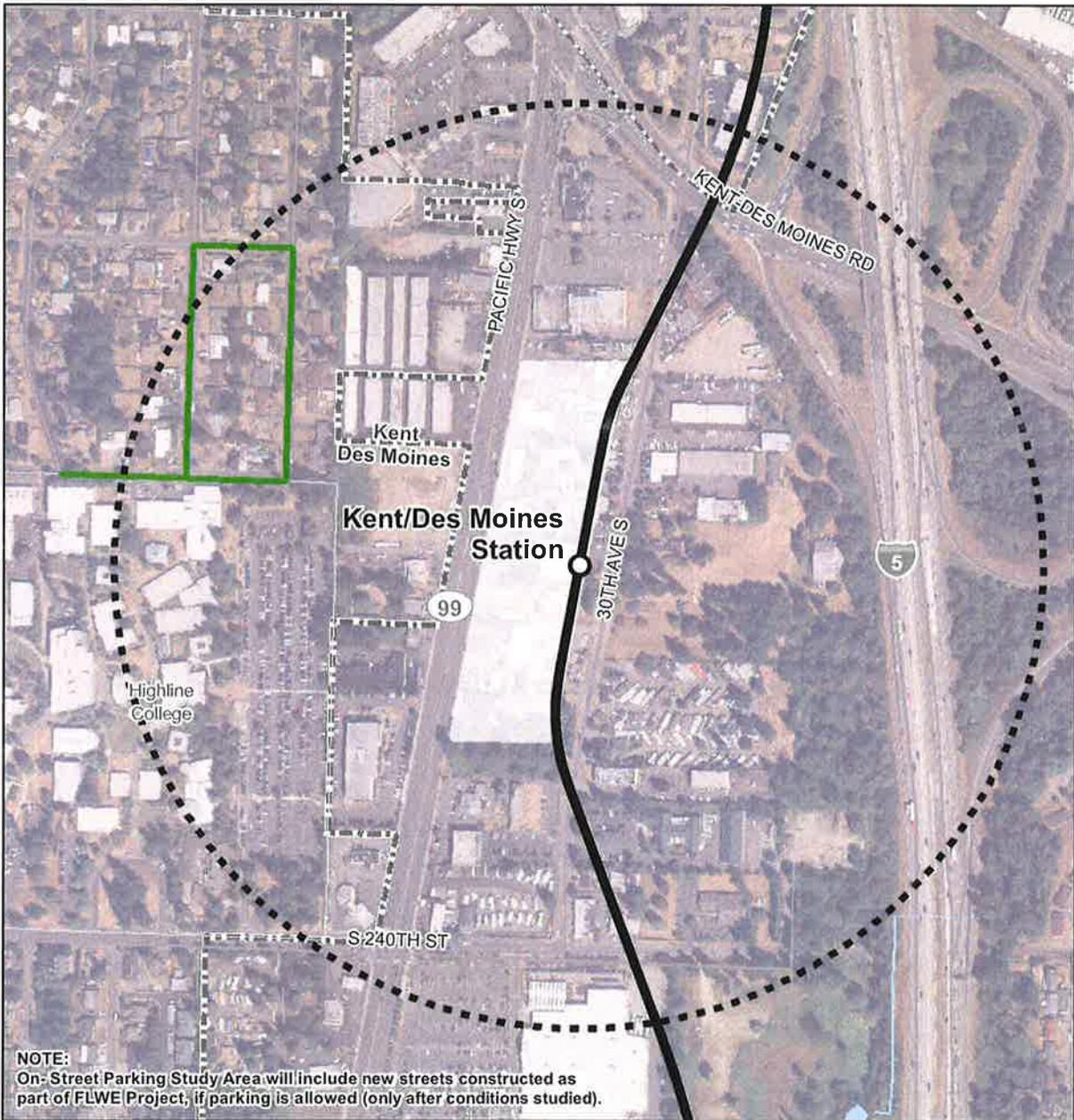
Lakehaven Water & Sewer District's project-related service areas are solely within the City of Federal Way.

- Water service to be abandoned at the main.
- Side sewer connection to be abandoned at the main.

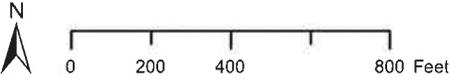
**EXHIBIT G:**

**ON-STREET PARKING INVENTORY  
STUDY AREA**

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Data Sources: King County, Cities of Des Moines, Federal Way, Kent, SeaTac (2015), 6/27/2018 | FWLE\_Ph3\_249745 | DevelopmentAgendaDM.mxd



**EXHIBIT G**  
On-Street Parking Study Area

Federal Way Link Extension

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**EXHIBIT H:**

**MITIGATION PLAN FROM  
FEDERAL WAY LINK EXTENSION  
RECORD OF DECISION**

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TABLE B-1  
Mitigation Plan

Resource	Final EIS Chapter/Section	Impact Topic	Period	Mitigation Description
Transportation	3 and 5	Traffic	Long-term	<p>Mitigation will be required at intersections where the intersection level of service (LOS) will be worse than with the No Build Alternative and will not meet the applicable agency LOS standard. If an intersection is not expected to meet agency LOS standards with the No Build Alternative, Sound Transit will participate in mitigation if the FWLE substantially degrades the intersection performance further.</p> <p>The following measures will improve the AM and PM peak intersection delay to meet LOS standards, or to achieve the same LOS or better for intersections that will be below standards with the No Build Alternative:</p> <ul style="list-style-type: none"> <li>• SR 99 and Kent-Des Moines Road: a second northbound right-turn pocket, a new northbound left-turn pocket on SR 99.</li> <li>- Additional mitigation for the interim terminus conditions: northbound right-turn signal overlap phase, restricted westbound U-turn movement</li> <li>• SR 99 and S 240th Street: protected plus permissive signal phasing for eastbound and westbound approaches.</li> <li>- Additional mitigation for the interim terminus conditions: additional southbound left-turn pocket, widened S 240th Street, westbound and northbound right-turn pockets</li> <li>• SR 99/S 272nd Street: northbound right-turn pocket.</li> <li>• I-5 northbound ramps/S 272nd Street: northbound left-turn pocket.</li> <li>• I-5 southbound ramps/S 272nd Street: southbound right-turn pocket, rechanneled southbound approach to a shared left-through and right-turn-only lane.</li> <li>• Military Road S/S 272nd Street: southbound right-turn pocket.</li> <li>• Star Lake Road/S 272nd Street: eastbound and westbound left-turn pockets.</li> <li>• SR 99/S 320th Street: northbound right-turn pocket.</li> <li>• Military Road S/259th Place S/S Reith Road: westbound and southbound right-turn pocket.</li> </ul> <p>Sound Transit will provide these improvements or other improvements agreed to with the agency of jurisdiction. As the project design advances, Sound Transit will continue to work with affected jurisdictions/agencies to evaluate mitigation strategies for safe, efficient operations. Final mitigation will be determined and agreed upon by Sound Transit and the affected jurisdiction(s) and agency(s). Sound Transit's contribution to improve intersections will be determined during the project permitting process. This may include contributing a proportionate share of costs to improve intersections affected by the FWLE, based on the project's proportionate ratio of trips at the intersection, or another equitable method.</p>
			Construction	<p>Sound Transit will develop a Maintenance of Traffic plan to address the effects of construction activities on the transportation system in the study area during construction. The plan will include at least the following measures, to address specific circumstances as necessary:</p> <ul style="list-style-type: none"> <li>• Conform to the Manual on Uniform Traffic Control Devices (FHWA, 2009) and jurisdictional requirements for all maintenance of traffic plans.</li> <li>• Install advance warning signs and highly-visible construction barriers, and use flaggers where needed.</li> <li>• Consider a variety of traffic and travel demand management strategies.</li> </ul>

TABLE B-1  
Mitigation Plan

Resource	Final EIS Chapter/Section	Impact Topic	Period	Mitigation Description
				<ul style="list-style-type: none"> <li>Clearly sign and provide reasonable detour routes when cross streets are closed for elevated guideway and trench construction. The contractor will be required to keep nearby parallel facilities open to facilitate access and mobility.</li> <li>Use lighted or reflective signage to direct drivers to truck haul routes to ensure visibility during nighttime work hours. Use special lighting for work zones and travel lanes, where required.</li> <li>Communicate public information through tools such as print, radio, posted signs, websites, and e-mail to provide information regarding street closures, hours of construction, business access, and parking impacts.</li> <li>Coordinate access closures with affected businesses and residents. The contractor will be required to perform this task in coordination with Sound Transit staff. If access closures are required, property access to residences and businesses will be maintained to the extent possible. If access to the property cannot be maintained, the specific construction activity will be reviewed to determine if it could occur during non-business hours, or if the parking and users of this access (for example, deliveries) could be accommodated at an alternate location.</li> <li>Post advance-notice signs prior to construction in areas where construction activities will affect access to surrounding businesses.</li> <li>Provide regular updates to schools, emergency service providers, local agencies, solid waste utilities, and postal services, and assist public school officials in providing advance and ongoing notice to students and parents concerning construction activity near schools.</li> <li>Schedule traffic lane closures and high volumes of construction truck traffic during off-peak hours to minimize delays, where practical.</li> <li>Cover potholes and open trenches, where possible, and use protective barriers to protect drivers from open trenches.</li> <li>Place a temporary construction barrier near the southbound I-5 edge of pavement where barriers are not already present to separate construction activity from I-5 mainline traffic.</li> <li>To minimize potential freight impacts, coordinate with affected businesses throughout the construction period to notify them of lane and access closures and maintain business access as much as possible.</li> </ul>
	3 and 5	Transit	Long-term	No mitigation is required.
			Construction	Construction of the Preferred Alternative will temporarily close the entire Star Lake Park-and-Ride. Sound Transit will mitigate this closure by routing transit riders to available spaces at other nearby park-and-ride lots or leasing parking lots and/or new parking areas in the vicinity. Sound Transit will coordinate with King County Metro on temporarily rerouting bus service as needed.
	3	Safety	Long-term and construction	No mitigation is required for operation or construction.
	3 and 5	Parking	Long-term	Sound Transit will compensate business owners at fair market value for parking spaces it acquires. Sound Transit will work with local jurisdictions to evaluate and, if necessary, implement hide-and-ride mitigation around any of the stations. If requested by local jurisdictions, Sound Transit will inventory on-street parking around a station before and after the start of light rail revenue service, and will then determine where mitigation measures

TABLE B-1  
Mitigation Plan

Resource	Final EIS Chapter/Section	Impact Topic	Period	Mitigation Description
				will be needed in coordination with the local jurisdiction, Potential parking-control measures include parking meters, restricted parking, passenger and truck load zones, and residential parking zones (RPZs). For those agreed-to parking controls, Sound Transit will pay for signage or other parking-control installations for 1 year after the FWLE begins operating. The local jurisdictions will be responsible for monitoring and providing all enforcement and maintenance, including ongoing RPZ-related costs. Owners of off-street private lots will be responsible for monitoring and preventing potential hide-and-ride parking in their own lots.
			Construction	No mitigation is required.
	3 and 5	Non-motorized facilities	Long-term and construction	No mitigation is required.
	5	Freight mobility	Long-term	No mitigation is required.
			Construction	For any construction activities that might have I-5 impacts, Sound Transit will provide construction information to WSDOT for use in the state's freight notification system. Sound Transit will provide information in a format acceptable to WSDOT.
Acquisitions, Displacements, and Relocations	4.1	Acquisitions, displacements, and relocations	Long-term and construction	Sound Transit will compensate affected property owners according to Sound Transit's adopted real estate property acquisition and relocation policy, procedures, and guidelines (Sound Transit, 2014a, b). These policies and procedures comply with the federal Uniform Relocation Act and the State of Washington's relocation and property acquisition requirements, and in some cases provide advisory services above the minimum requirements of federal and state law.
Land Use	4.2 and 5	Land use	Long-term and construction	No mitigation is required.
Economics	4.3	Economics	Long-term	No mitigation is required.
	5	Local businesses	Construction	<p>Sound Transit will develop a construction mitigation plan to address project effects to businesses in the study area during construction and will dedicate staff to work with the affected businesses. The plan will include at least the following measures:</p> <ul style="list-style-type: none"> <li>• Provide 24-hour construction telephone hotline.</li> <li>• Provide business cleaning services on a case-by-case basis.</li> <li>• Provide detour, open-for-business, and other signage as appropriate.</li> <li>• Establish effective communications with the public through meetings and construction updates, alerts, and schedules.</li> <li>• Implement promotion and marketing measures to help affected business districts maintain their customer</li> </ul>

TABLE B-1  
Mitigation Plan

Resource	Final EIS Chapter/Section	Impact Topic	Period	Mitigation Description
				<p>base.</p> <ul style="list-style-type: none"> <li>Maintain access to each business as much as possible and coordinate with businesses during times of limited access.</li> <li>Provide a community ombudsman to investigate and address complaints.</li> </ul>
Social, Community, and Neighborhoods	4.4 and 5	Social	Long-term and Construction	No mitigation is required.
Visual and Aesthetics	4.5 and 5	Visual	Long-term	<p>As Sound Transit develops the detailed design, it will incorporate a combination of the following measures as appropriate where the FWLE lowers visual quality at locations identified in Figures 4.5-1 to 4.5-3 in Section 4.5 of the Final EIS:</p> <ul style="list-style-type: none"> <li><i>Mitigation Measure 1:</i> Remaining vegetation outside of WSDOT I-5 rights-of-way might screen some views of FWLE components along I-5 from adjacent and other nearby residences. Where remaining vegetation and/or sound walls do not effectively screen views of FWLE components, Sound Transit will add new landscaping adjacent to residential areas. As appropriate, Sound Transit will provide landscaping beyond code requirements (i.e., greater widths of planting strips or plant materials) to provide effective visual mitigation. Where appropriate and agreed upon with property owners, Sound Transit will add landscaping on private property (i.e., within the yards of adjacent residences) to help screen views of FWLE components.</li> <li><i>Mitigation Measure 2:</i> In areas next to residences where there is not enough room to add landscaping that would screen views of FWLE sound walls, the sound walls will be treated with visually interesting elements such as design treatments that incorporate, textures, patterns, and/or color. Where appropriate, Sound Transit will consider adding lower-growing and smaller-scale landscaping along the base of sound walls adjacent to residences to soften the walls' appearance.</li> <li><i>Mitigation Measure 3:</i> Vegetation removal along the I-5 corridor within the WSDOT right-of-way as well as within Resource Conservation Areas will be minimized to the extent practicable as determined in consultation with WSDOT. When mitigation is required, Sound Transit will consult with WSDOT staff to develop appropriate site-specific measures and offsite mitigation to provide effective visual mitigation, consistent with the WSDOT <i>Roadside Policy Manual</i> (WSDOT, 2015). The manual describes the extent of the mitigation that is required for lost vegetation, vegetation types, and replacement ratios, and where replacement can occur. The manual requires that "mitigation for lost or damaged RCAs must consist of an equal value exchange that provides appropriate performance values identified in the manual." This includes replacing RCA land impacted by the project, as well as replanting that land. The manual includes permanent irrigation requirements for impacted RCAs and specific plant establishment criteria. Sound Transit will also restore or replace impacted vegetation in the highway right-of-way outside of RCAs in accordance with the manual. Specific types, amounts, and locations for replanting will be identified in consultation with WSDOT and through development of a roadside master plan.</li> </ul>
			Construction	During construction, Sound Transit will provide visual screening for station construction and staging areas adjacent to residential areas and schools, where required by local jurisdictions. Visual screening could include a solid barrier to screen ground-level views into the construction area. When possible, Sound Transit will preserve

TABLE B-1  
Mitigation Plan

Resource	Final EIS Chapter/Section	Impact Topic	Period	Mitigation Description
Air Quality and Greenhouse Gases	4.6 and 5	Air quality	Long-term	existing vegetation to assist in screening views. Sound Transit will shield construction lighting and direct it downward to avoid light spillover onto adjacent sensitive uses. Sound Transit will comply with local jurisdictions' requirements for controlling construction lighting.
Noise and Vibration	4.7	Light rail noise	Construction	No mitigation is required.
			Long-term	No mitigation is required. Noise mitigation measures will be provided consistent with Sound Transit's Light Rail Noise Mitigation Policy (Motion No. M2004-08), and the FTA Guidance Manual (2006). During final design, all potential impacts and mitigation measures will be reviewed for confirmation, and if it is discovered that mitigation could be achieved by a less costly means or if the detailed analysis shows no impact, a mitigation measure may be eliminated or modified. Mitigation will also be determined for any new impacts identified during final design. After light rail operations have started, if the resulting noise exceeds FTA criteria, more mitigation may be required. Sound walls will be built where feasible and reasonable, as determined by Sound Transit, based on specific site conditions. Sound walls will be along the side of the guideway structure for elevated profiles, and will be on the ground for at-grade, retained cut, or trench profiles. Based on the EIS analysis, sound walls between 4 and 18 feet tall will be needed for 20,700 feet along the west side of the alignment and sound walls 4 to 6 feet tall will be needed for 4,700 feet along the east side of the alignment. If sound walls are not effective, then sound insulation of the building will be evaluated and provided if the interior noise level does not meet the standard in the Sound Transit Noise Mitigation Policy. Special trackwork (e.g., movable-point or spring-rail frogs) will be used to eliminate the noise-causing gap between tracks at switches and crossovers at locations where this gap causes an impact.
	4.7	Park-and-ride noise	Long-term	Noise mitigation for the park-and-rides will consist of design features such as sound walls within the parking structure or near the perimeter of the Kent/Des Moines station.
	4.7	Traffic noise	Long-term	The length and height of proposed light rail sound walls will be designed to mitigate traffic noise impacts as practical. The existing sound wall south of S 288th Street will be partially replaced east of the guideway where the guideway will be elevated over Bingham Creek. A second sound wall will be constructed to the west of the guideway in this area as well if the SR 509 Extension is constructed in this area. All of the traffic noise impacts will be mitigated with sound walls.
	4.7	Vibration and groundborne noise	Long-term	No mitigation is required for groundborne noise. Vibration impacts will be mitigated with use of ballast mats or tire-derived aggregate below the light rail track or high-compliance direct-fixation (HCDF) track fasteners. If warranted, special trackwork with low-impact frogs will be used in place of a conventional frog where crossovers (the point at which two rails cross) would cause a vibration impact that cannot be mitigated through other measures. Sound Transit will confirm or modify the need for and effectiveness of the identified vibration mitigation measures during final design.
	5	Construction noise and vibration	Construction	Sound Transit will comply with applicable construction permits and BMPs to avoid and minimize temporary noise and vibration impacts; no additional mitigation is needed.

TABLE B-1  
Mitigation Plan

Resource	Final EIS Chapter/Section	Impact Topic	Period	Mitigation Description
Water Resources	4.8 and 5	Water resources	Long-term	The Preferred Alternative will realign approximately 1,000 feet of Bingaman Creek south and north of S 288th Street. Mitigation information for this impact is described below under Ecosystems.
			Construction	No mitigation is required.
Ecosystems	4.9 and 5	Wetlands and wetland buffers	Long-term	<p>Sound Transit will mitigate long-term impacts on wetlands and wetland buffers by replacing resources through one or more of the following methods:</p> <ul style="list-style-type: none"> <li>• Approved wetland mitigation banks</li> <li>• King County in-lieu fee program</li> <li>• Advance offsite compensatory mitigation</li> <li>• Project-specific mitigation developed by Sound Transit and approved by appropriate regulatory agencies and in consultation with affected tribes.</li> </ul> <p>Sound Transit will implement compensatory mitigation in accordance with applicable federal, state, and local requirements and guidelines. Publicly or privately owned portions of the McSorley Creek Wetland may provide opportunities for mitigation through enhancement, or by removing fill materials along the perimeter of the wetlands to create and reestablish wetland acreage and function. Sound Transit will determine final wetland mitigation actions during final design and permitting.</p>
			Construction	<p>Sound Transit will avoid impacting wetlands as much as practicable during construction. Where it cannot avoid impacts, it will restore wetlands and wetland buffers temporarily impacted by construction and will mitigate long-term temporary impacts as described above.</p> <p>Compensatory mitigation will be implemented in accordance with applicable federal, state, and local requirements and guidelines. To the extent that impacts cannot be avoided, Sound Transit will provide compensatory mitigation to achieve no net loss of ecosystem function and acreage.</p>
			Long-term	<p>Sound Transit will mitigate unavoidable impacts on Bingaman Creek by replanting affected areas with native vegetation to improve stream habitat and riparian function. If additional offsite mitigation is also needed, it will be developed by Sound Transit and approved by appropriate regulatory agencies and in consultation with affected tribes.</p>
	4.9	Streams	Long-term	
	4.9 and 5	Upland vegetation and wildlife	Long-term	<p>Sound Transit will mitigate tree removal in the WSDOT right-of-way according to the WSDOT Roadside Policy Manual (WSDOT, 2015). Specific types, amounts, and locations for replanting will be identified through development of a roadside master plan in consultation with WSDOT.</p> <p>Sound Transit will comply with local jurisdictions' tree replacement requirements for tree removal outside of WSDOT right-of-way. Because of the visual impacts of tree removal and visual mitigation measures described above, specific locations may have more plantings than the replacement ratio specified in local ordinances.</p>
Construction			<p>Sound Transit will establish schedule restrictions for clearing activities in order to comply with the Migratory Bird Treaty Act (MBTA). Clearing activities will occur outside the active bird nesting period, to the extent possible. If avoidance scheduling is infeasible, Sound Transit will comply with U.S. Fish and Wildlife and Washington State Department of Fish and Wildlife regulations related to preconstruction surveys. If nesting migratory birds are present, Sound Transit will take the appropriate measures to assure compliance with the MBTA.</p>	

TABLE B-1  
Mitigation Plan

Resource	Final EIS Chapter/Section	Impact Topic	Period	Mitigation Description
Energy	4.10 and 5	Energy	Long-term and construction	Vegetation impacts from construction that occurs outside the long-term footprints will be temporary, as construction will be followed by site restoration and vegetation reestablishment. Sound Transit will mitigate for temporary impacts on forested vegetation using applicable guidance from WSDOT and local jurisdiction regulations. Vegetation plantings and restoration will only include native species.  No mitigation is required.
Geology and Soils	4.11 and 5	Geology and soils	Long-term and construction	No mitigation is required.
Hazardous Materials	4.12 and 5	Hazardous materials	Long-term	To mitigate potential impacts from hazardous materials sites, Sound Transit will perform a level of environmental due diligence appropriate to the size and past use at all properties along the corridor before they are acquired. Phase 2 environmental site assessments will be conducted where appropriate. Where identified hazardous materials are present, Sound Transit will be responsible for remediating contaminated soil and groundwater, including any previously unknown contamination found during construction.  Sound Transit will implement BMPs to avoid or minimize potential spills of hazardous materials, including a Spill Prevention and Maintenance Plan. The project will comply with all applicable state and federal regulatory and permitting requirements for the handling of hazardous materials.
Electromagnetic Fields	4.13 and 5	Electromagnetic fields	Long-term and construction	No mitigation is required.
Public Services, Safety, and Security	4.14 and 5	Public services	Long-term and construction	No mitigation is required.
		Public schools	Long-Term	No mitigation is required.  Sound Transit will install a construction barrier between the construction zone and the rest of the Mark Twain Elementary school property (the playfield, school buildings, and driveways) designed to address safety, security, visual effects, and noise. It will also develop a construction plan for work at and near Mark Twain Elementary School. The plan will assure safe pedestrian access and safe schoolbus operations throughout construction, and it will identify a way for the project team to communicate with interested parents. Sound Transit will designate a liaison to work with the school administration on safety, noise, and other potential construction impacts.
Utilities	4.15 and 5	Utilities	Long-term	No mitigation is required.
			Construction	No mitigation is required.

**TABLE B-1**  
Mitigation Plan

Resource	Final EIS Chapter/Section	Impact Topic	Period	Mitigation Description
Historic and Archaeological Resources	4.16 and 5	Historic and archaeological resources	Long-term	No mitigation is required.
			Construction	Sound Transit will develop and implement an Inadvertent Discovery Plan (IDP) to minimize the risk of damage if a currently unknown archaeological resource is discovered. The IDP will include procedures that FTA and Sound Transit will follow if human remains or cultural artifacts are discovered during construction. FTA and Sound Transit will invite the State Historic Preservation Office and interested tribes to review the plan. Archaeologists will conduct training for contractors to help them identify potential cultural resources during construction, including protocols to implement if a potential resource is discovered.
Parkland and Open Space	4.17	Parks and open spaces	Long-term	No mitigation is required.
	5	Playfields	Construction	Sound Transit will restore temporarily impacted portions of the Mark Twain Elementary School field after construction.

**EXHIBIT I:**

**TRANSIT WAY AGREEMENT**

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**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. 200<sup>th</sup> 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 11<sup>th</sup> 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.

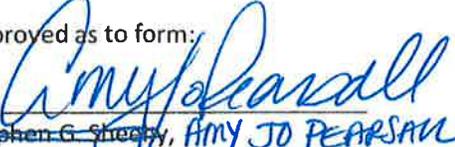
**SOUND TRANSIT**

By:   
Peter M. Rogoff, Chief Executive Officer

Date: 2-27-19

Authorized by Motion M2018-123 on  
October 25<sup>th</sup>, 2018

Approved as to form:

By:   
~~Stephen G. Shreeley~~, **AMY JO PEARSON**  
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)

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## 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.

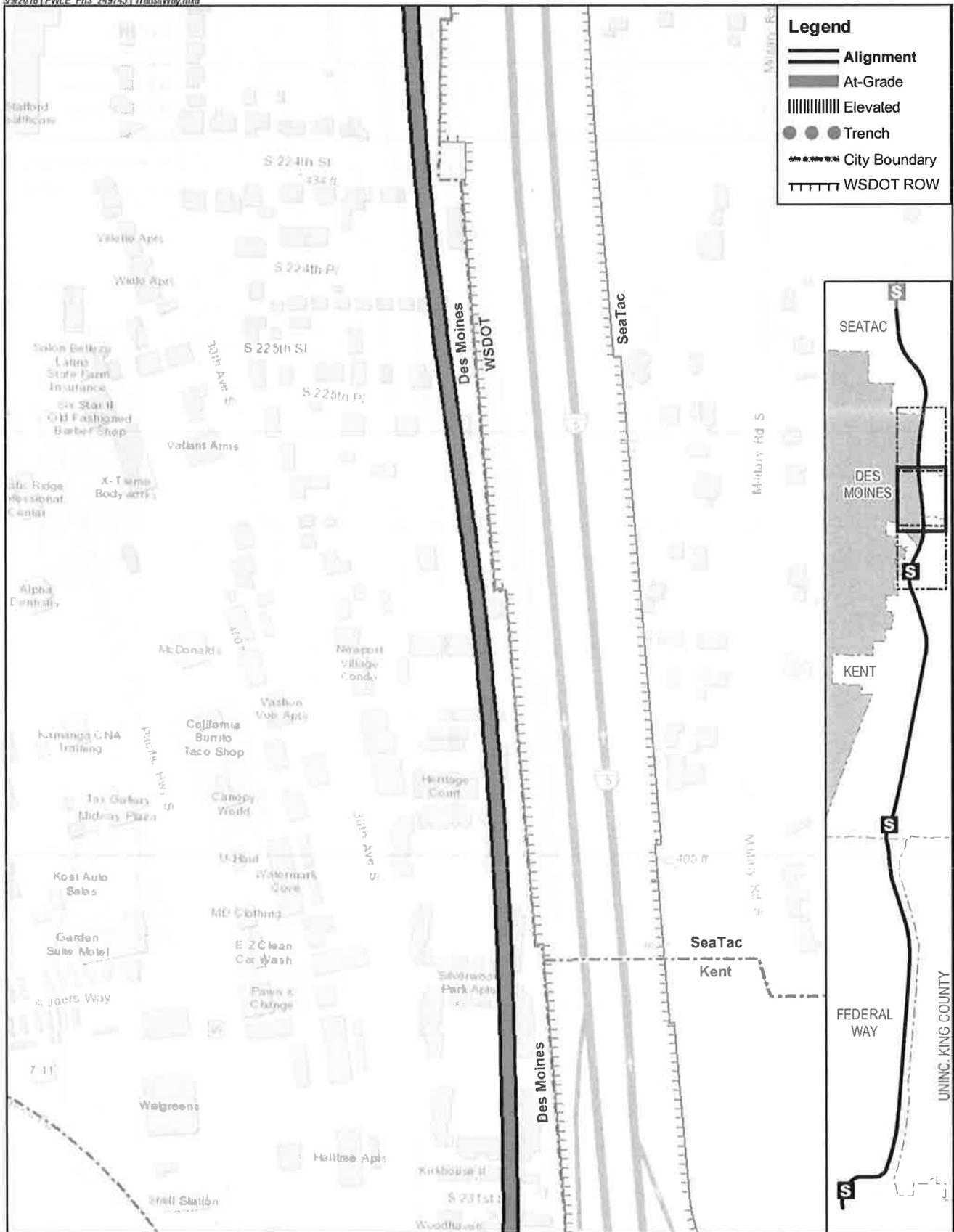
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**EXHIBIT B:**

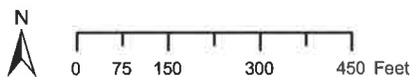
**LIGHT RAIL ALIGNMENT AND STATION LOCATIONS**

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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



**EXHIBIT B-2**  
**Light Rail Alignment and Station Locations**  
**City of Des Moines**  
**Federal Way Link Extension**

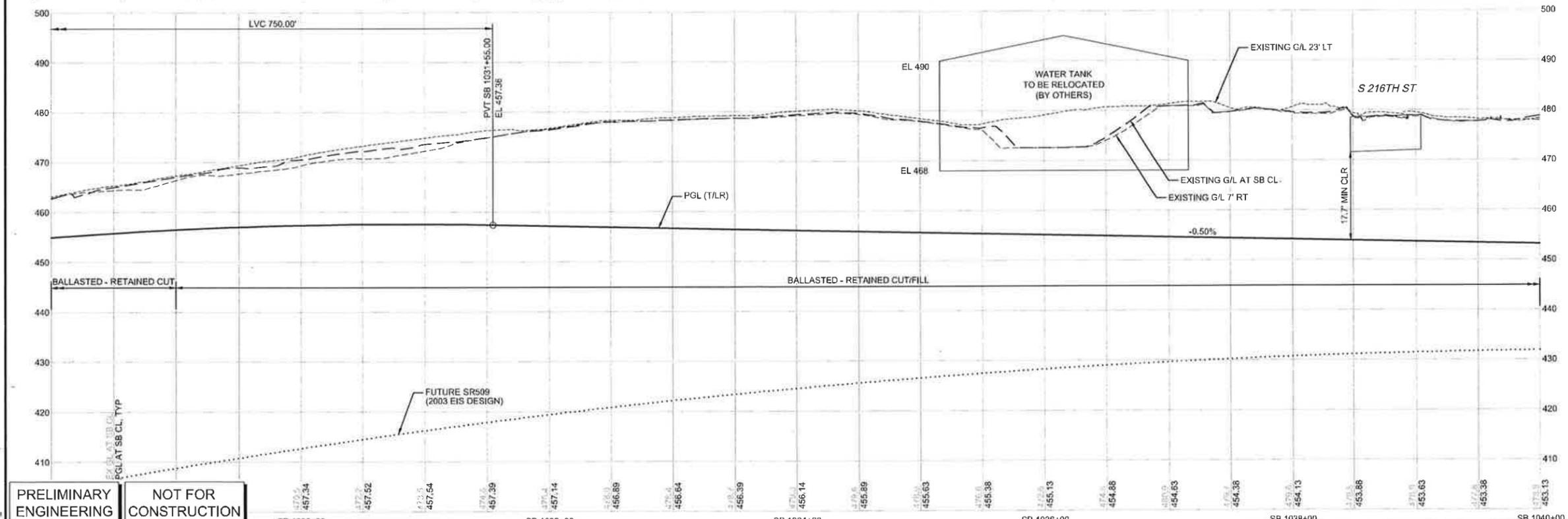
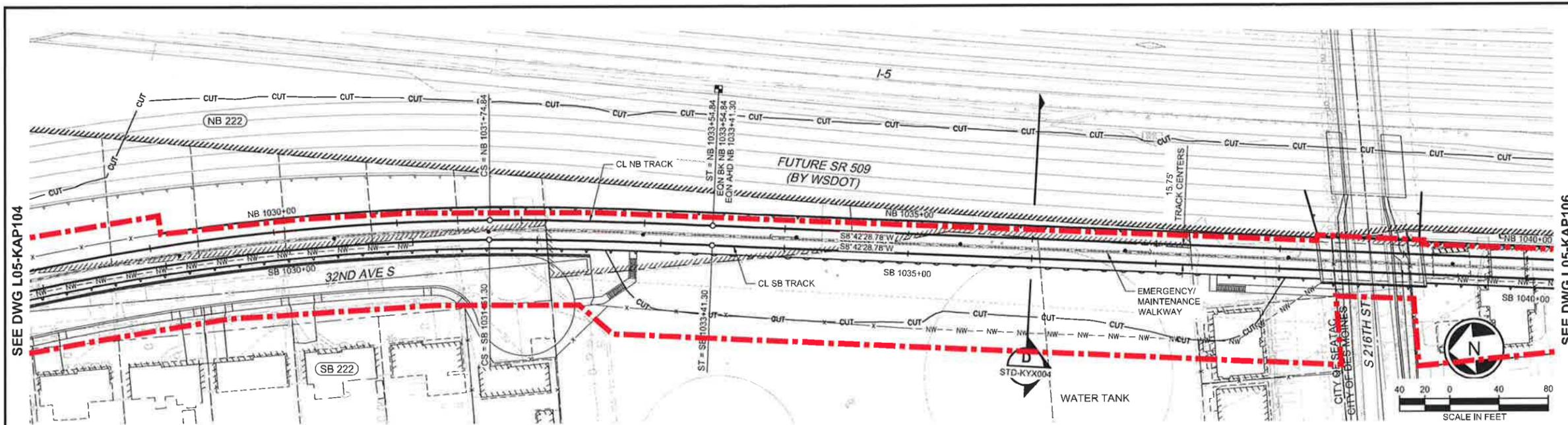


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**EXHIBIT C:**

**PLAN AND PROFILES**

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PRELIMINARY ENGINEERING NOT FOR CONSTRUCTION

CONCEPTUAL DESIGN DRAWINGS				
No.	DATE	DSN	CHK	APP

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



submitted by:  
EDWARD HERALD  
DATE:  
09/29/2017  
REVIEWED BY:  
DATE:  
09/29/2017



SCALE:  
H: 1"=40', V: 1"=10'  
FILE NAME:  
FWEA-L05-KAP105  
CONTRACT No.

FEDERAL WAY LINK EXTENSION  
CONTRACT NUMBER  
TRACK  
PLAN AND PROFILE  
SB STA 1028+00 TO SB STA 1040+00

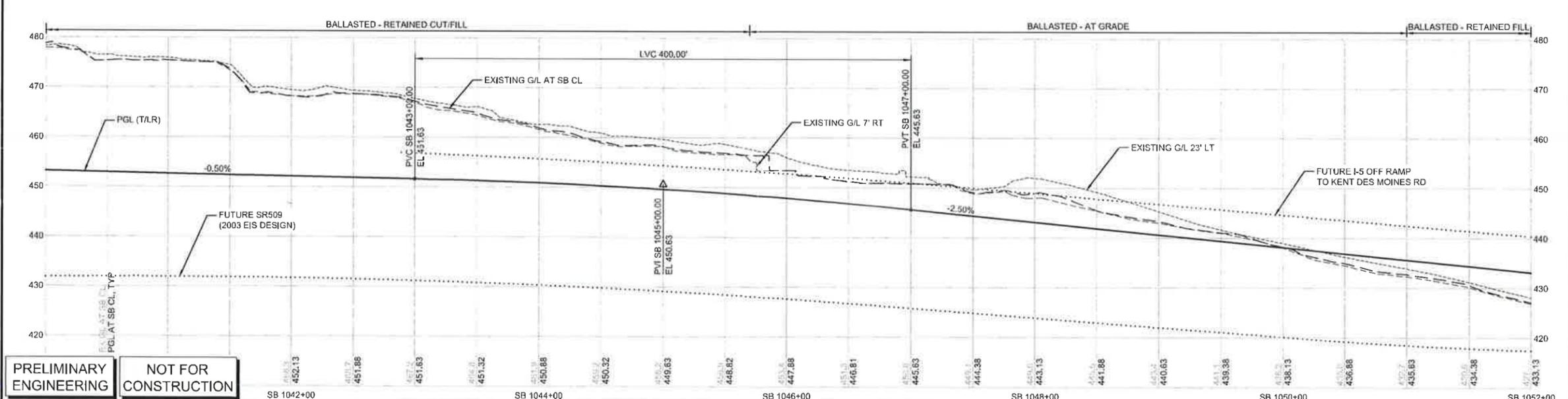
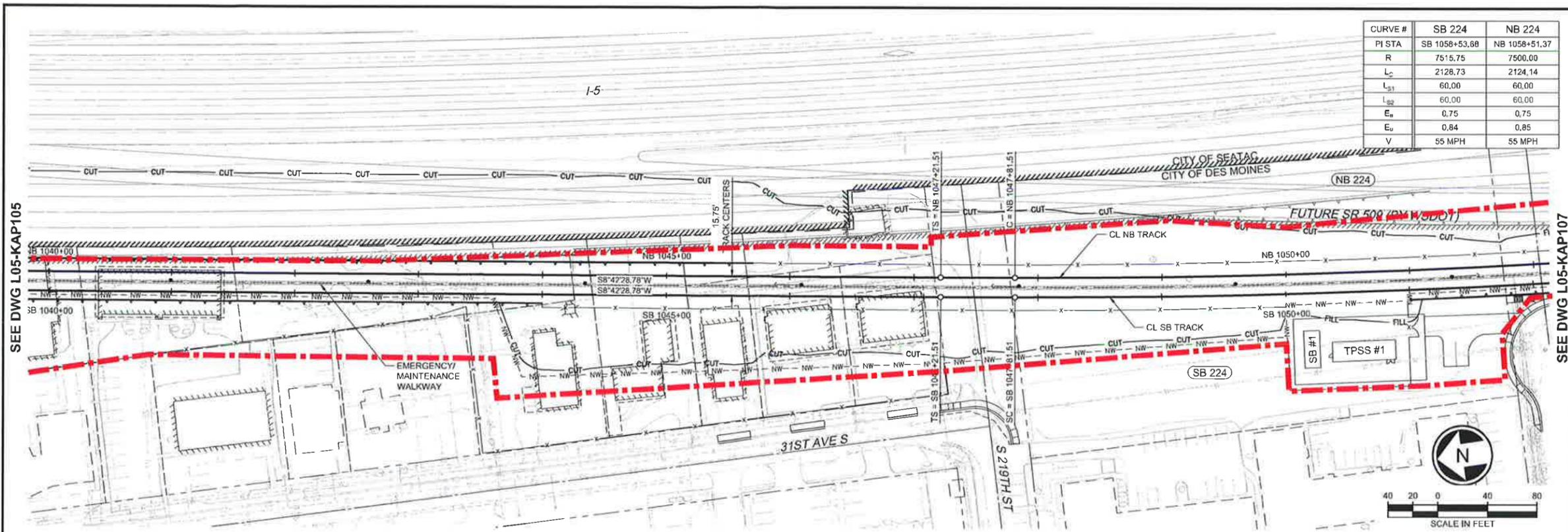
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L05-KAP105  
FACILITY ID:  
L05  
SHEET No.:  
190  
REV:

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SEE DWG L05-KAP104

SEE DWG L05-KAP106

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L <sub>s1</sub>	60.00	60.00
L <sub>s2</sub>	60.00	60.00
E <sub>a</sub>	0.75	0.75
E <sub>b</sub>	0.84	0.85
V	55 MPH	55 MPH



PRELIMINARY ENGINEERING NOT FOR CONSTRUCTION

CONCEPTUAL DESIGN DRAWINGS

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 DATE: 09/29/2017



DATE: 09/29/2017

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CONTRACT No.:

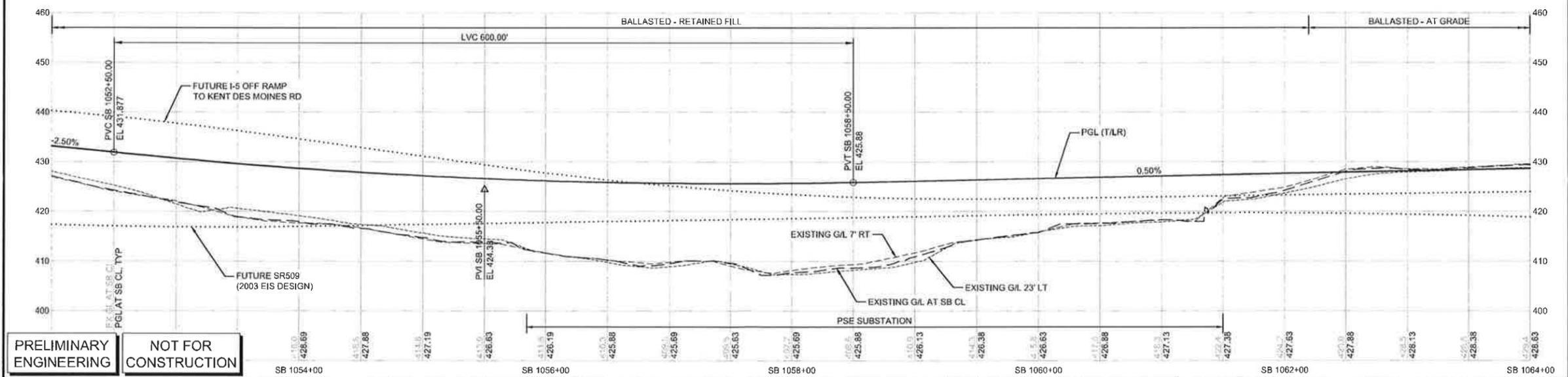
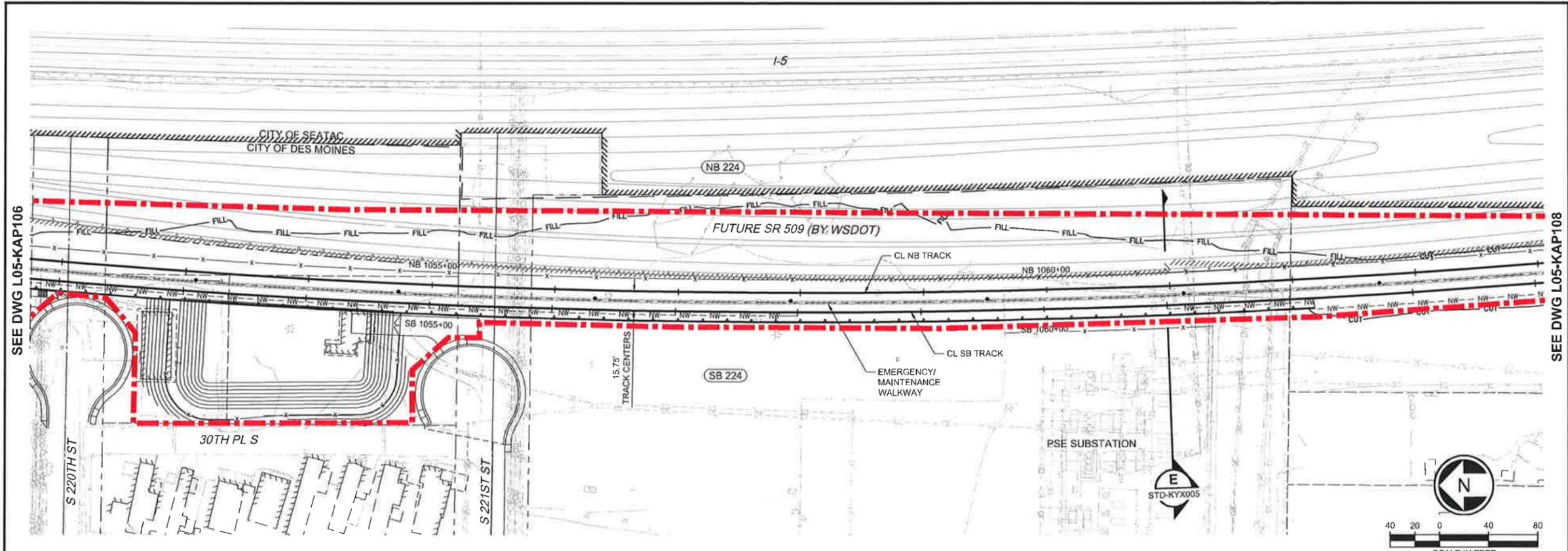
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FACILITY ID: L05  
SHEET No.: 191

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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:



submittal  
**HR**  
paula ITO CADD services, llc

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



DATE: 09/29/2017

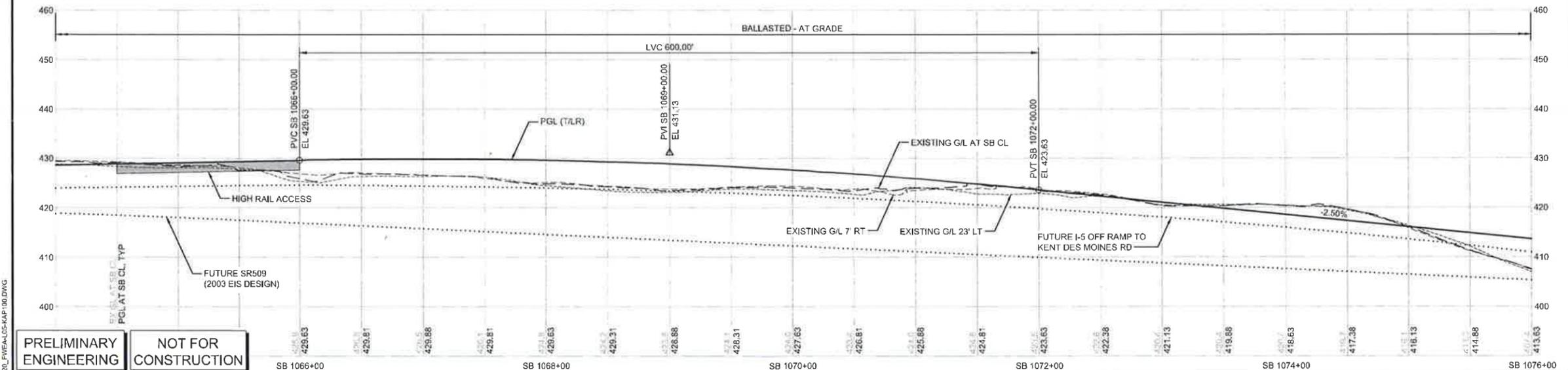
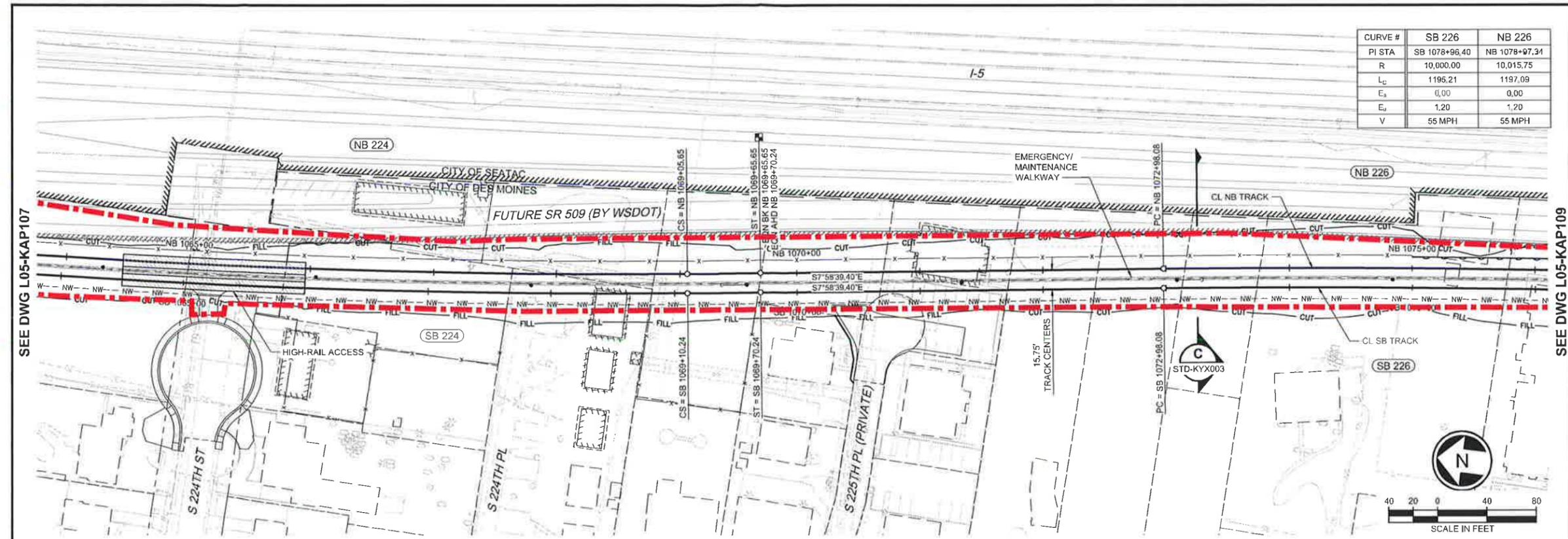
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CONTRACT No.

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CONTRACT NUMBER**  
  
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PLAN AND PROFILE  
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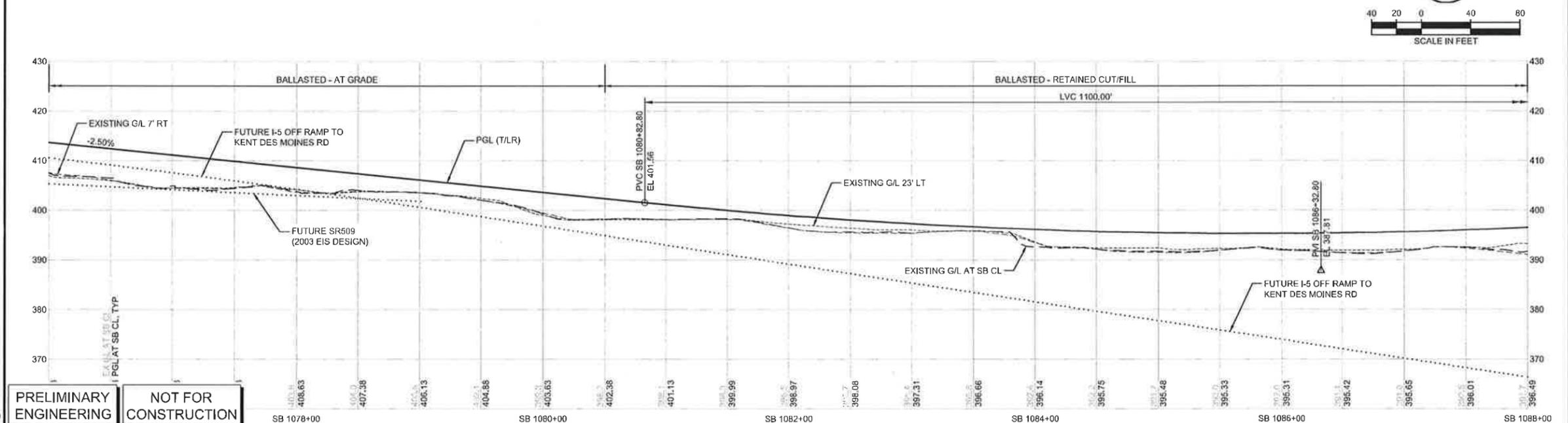
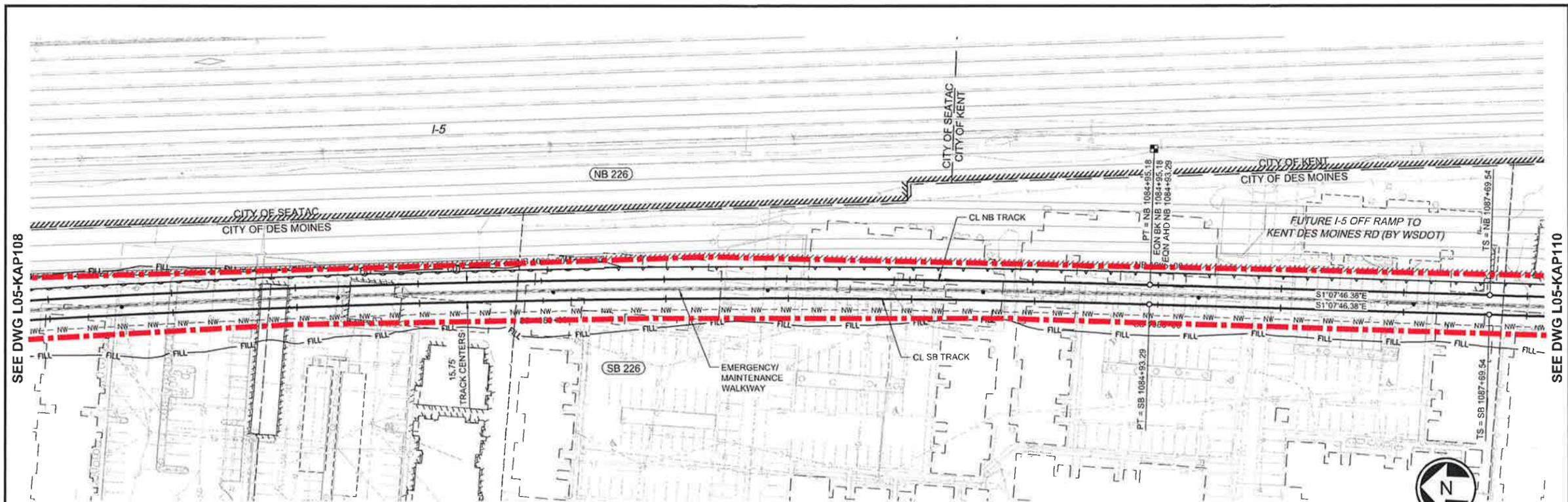
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E <sub>s</sub>	0.00	0.00
E <sub>w</sub>	1.20	1.20
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PRELIMINARY ENGINEERING	NOT FOR CONSTRUCTION	SB 1066+00	SB 1068+00	SB 1070+00	SB 1072+00	SB 1074+00	SB 1076+00
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<b>CONCEPTUAL DESIGN DRAWINGS</b>		DESIGNED BY: A. WHALEN			paula ITO CADD services, llc SUBMITTED BY: EDWARD HERALD	DATE: 09/29/2017	REVIEWED BY:	DATE: 09/29/2017	DATE: 09/29/17	<b>FEDERAL WAY LINK EXTENSION</b> <b>CONTRACT NUMBER</b>  TRACK PLAN AND PROFILE SB STA 1064+00 TO SB STA 1076+00	DRAWING No.: L05-KAP108
		DRAWN BY: P. ITO				FACILITY ID: L05					
		CHECKED BY:				SHEET No.: 193					
		APPROVED BY:				REV:					

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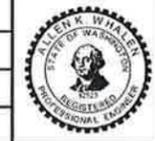


PRELIMINARY ENGINEERING NOT FOR CONSTRUCTION

**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:



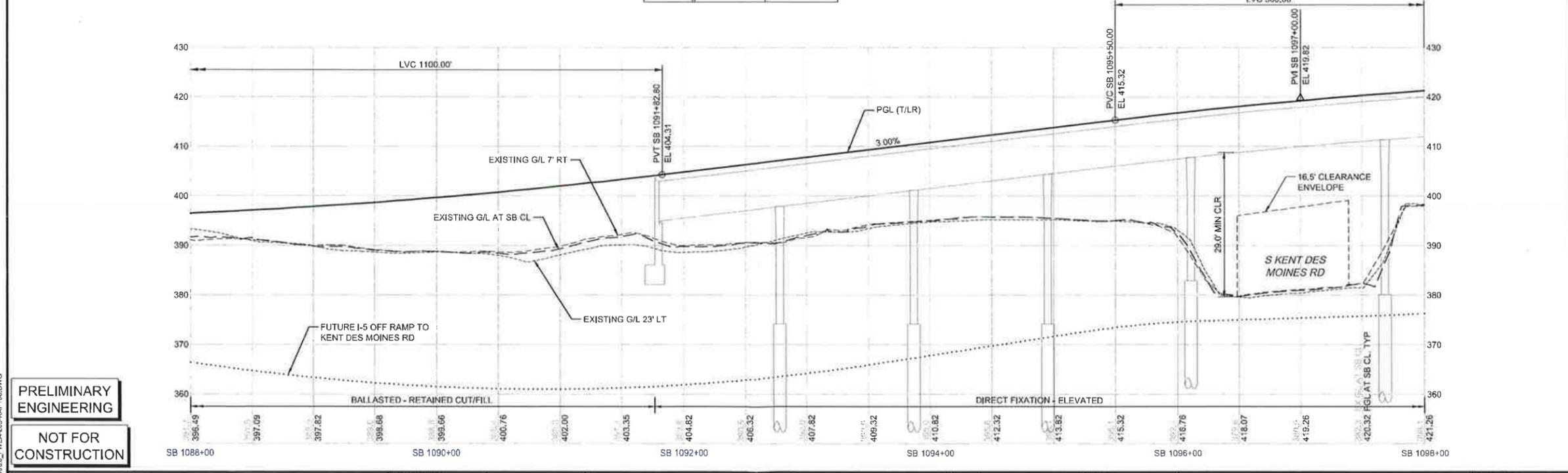
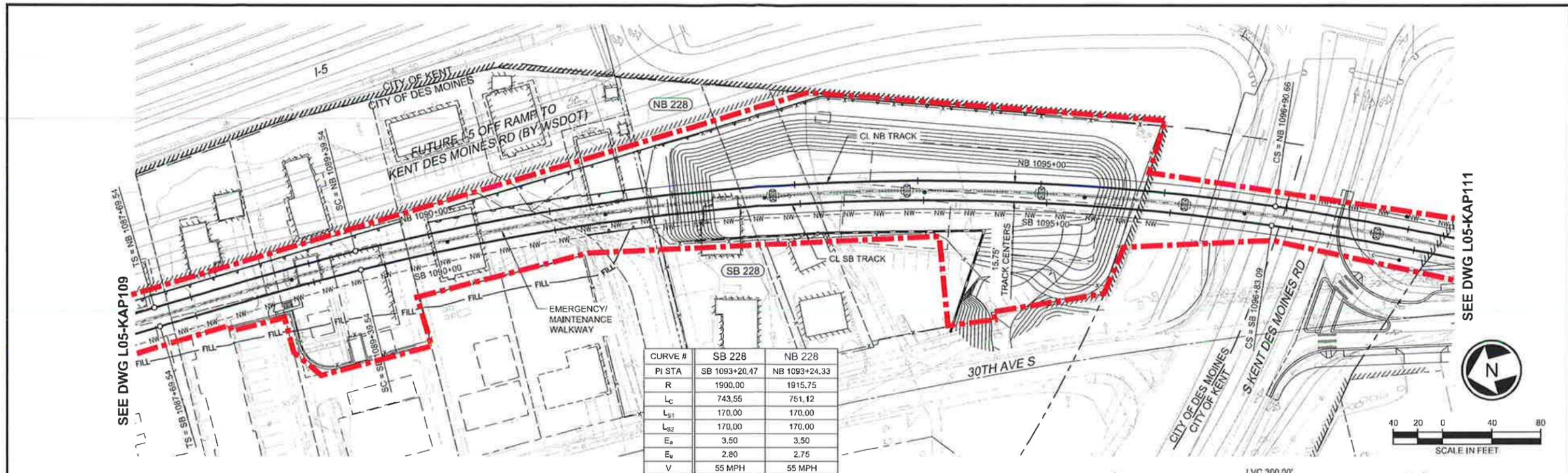
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**FEDERAL WAY LINK EXTENSION**  
**CONTRACT NUMBER**  
  
TRACK  
PLAN AND PROFILE  
SB STA 1076+00 TO SB STA 1088+00

DRAWING No.: **L05-KAP109**  
FACILITY ID: **L05**  
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**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:



**HR**

Submitted by: **EDWARD HERALD**      DATE: **09/29/2017**

Reviewed by:      DATE:      DATE: **09/29/2017**

Scale: **1"=40', V: 1"=10'**

Contract No.:

**SOUNDTRANSIT**

LINE IS 1" AT FULL SCALE

**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**

**EXHIBIT D:**

**TRACK ACCESS PROCEDURES**

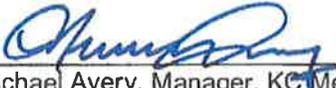


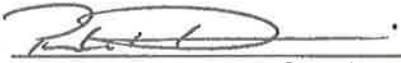
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Standard Operating Procedure	SOP 6.15	Page 1 of 11
	Date of Issue: June 26, 2015	Revision: 3
<b>TRACK ACCESS PROCEDURES</b>		

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.





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	Date of Issue: June 26, 2015	Revision: 3
<b>TRACK ACCESS PROCEDURES</b>		

**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.





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	Date of Issue: June 26, 2015	Revision: 3
<b>TRACK ACCESS PROCEDURES</b>		

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.





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	Date of Issue: June 26, 2015	Revision: 3
<b>TRACK ACCESS PROCEDURES</b>		

- 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,





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	Date of Issue: June 26, 2015	Revision: 3
<b>TRACK ACCESS PROCEDURES</b>		

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](mailto: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





Standard Operating Procedure	SOP 6.15	Page 6 of 11
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<b>TRACK ACCESS PROCEDURES</b>		

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.





Standard Operating Procedure	SOP 6.15	Page 7 of 11
	Date of Issue: June 26, 2015	Revision: 3
<b>TRACK ACCESS PROCEDURES</b>		

- 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





Standard Operating Procedure	SOP 6.15	Page 8 of 11
	Date of Issue: June 26, 2015	Revision: 3
<b>TRACK ACCESS PROCEDURES</b>		

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**





Standard Operating Procedure	SOP 6.15	Page 9 of 11
	Date of Issue: June 26, 2015	Revision: 3
<b>TRACK ACCESS PROCEDURES</b>		

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





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## TRACK ACCESS PROCEDURES

### 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: _____			
At _____		Between _____	
Start Date: _____		End Date: _____	
Time: _____		Time: _____	
NORTH <input type="checkbox"/>		SOUTH <input type="checkbox"/>	
<b>PROTECTION REQUIRED</b>			
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 stopped
Energize OCS			
Signals Lockout	Track Switching	LRV Operations	
Gates Lockout			
Special Requirements:			
Date	Time		
<b>CONTRACTOR AGREEMENT</b>			
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 or enter the work area, the scope of the work changes, and upon completion of the work. All workers must carry this 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: _____	
<b>KCM LINK AUTHORIZATION</b>			
Facilities Dept: Ian Bennett 206 290-1784 cell: 206-903-7892 cell; <a href="mailto:ian.bennett@soundtransit.org">ian.bennett@soundtransit.org</a> Mike Erickson 206 255-7349 cell <a href="mailto:Michael.erickson@soundtransit.org">Michael.erickson@soundtransit.org</a>		Traction Power Dept: Melba Hickman 206-423-3677 cell 206-903-7720 <a href="mailto:melba.hickman@soundtransit.org">melba.hickman@soundtransit.org</a> Pam Smith-Graham, 206 295-5822 cell <a href="mailto:Pamela.Smith-Graham@soundtransit.org">Pamela.Smith-Graham@soundtransit.org</a>	
ICADA/Signal Control Dept: John Humphrey 206-255-7766 cell, 206 903 7718 cell; <a href="mailto:john.humphrey@soundtransit.org">john.humphrey@soundtransit.org</a>		Track Dept: Mike Larson 206-255-0482 cell 206-903-7723 <a href="mailto:mike.larson@soundtransit.org">mike.larson@soundtransit.org</a>	
KCM LINK Representative: Tam Swett 206 903-7670 cell, <a href="mailto:tam.swett@soundtransit.org">tam.swett@soundtransit.org</a> , Kathy Morgan 206 903-7692 cell, <a href="mailto:Kathy.morgan@soundtransit.org">Kathy.morgan@soundtransit.org</a>		Restricted Access Office:  Approved <input type="checkbox"/> Denied <input type="checkbox"/>	
		Date: _____	
<b>IMPORTANT</b>			
Permit must be available for review and on the work site at all times.			

Distribution: Original Track Access Coordinator, PCF Copy to Contractor, PCF Copy to LCC Revision: 00-0000 2/17/15





Standard Operating Procedure	SOP 6.15	Page 11 of 11
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<b>TRACK ACCESS PROCEDURES</b>		

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:



**EXHIBIT J:**

**PRELIMINARY PERMITTING PLAN**

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## **Federal Way Link Extension Project**

### **Preliminary Permitting Plan**

#### **1. Purpose**

This Preliminary Permitting Plan (“Preliminary Plan”) was developed by Sound Transit in coordination with the City to establish a framework for the permitting of the Federal Way Link Extension Project (“Project”) by the cities of SeaTac, Des Moines, Kent, and Federal Way. It is intended to inform the development of the Final Permitting Plan, which will be the responsibility of Sound Transit’s eventual Design-Build Contractor (“D-B Contractor”). This Preliminary Plan describes anticipated design submittal packages by type, quantity and a potential range of plan sheets. The type and number of potential permits required for the Project are also described. This Preliminary Plan also includes the anticipated time for City review and action on the submittal packages and permits

The Preliminary Plan is intended to provide a level of certainty and predictability for Sound Transit, the local jurisdictions, and the D-B Contractor as it relates to the Project permitting process. The Preliminary Plan reflects Sound Transit’s best efforts at anticipating D-B Contractor submittal packages, based on recent agency experience. It also reflects input from the local jurisdictions regarding the time, expressed in calendar days, needed for City action on the submittal. The commitment for timing of City action is based on assumptions regarding type and number of submittals and number of plan sheets. It is understood by Sound Transit, the local jurisdictions, and will be understood by the D-B Contractor that, to the extent the Final Permitting Plan differs from these assumptions, the timing for City action will be negotiated between the City and the D-B Contractor.

#### **2. Background**

Existing and anticipated agreements between Sound Transit and the local jurisdictions provide the basis for enacting the framework commitments of this Preliminary Plan – specifically, the forthcoming FWLE Development Agreement (anticipated to be complete for all cities by the end of 2018) and the City Services Agreement, executed in 2017. This Preliminary Plan is anticipated to be an exhibit to the Development Agreement and provide a basis for an understanding between Sound Transit and the cities regarding design review and permitting. The City Services Agreement sets forth the terms by which Sound Transit and the City will work cooperatively during design, permitting, and construction and provides the means for Sound Transit to enter into Task Orders with the City whereby financial compensation is provided. Sound Transit intends to continue to collaborate with the City to develop Task Orders as part of final design review and to use the Preliminary and Final Permitting Plans as the basis for staffing under future Task Orders. However, with submittal of the Project’s permitting package(s) to the City, the D-B Contractor will be responsible for the payment of permit fees to cover City staff time, and Task Orders will only be used to reimburse the City for dedicated Staff time pursuant to negotiated Task Orders.

### 3. Preliminary Plan Overview

#### Design Packages Table:

The “Design Packages” table in the Preliminary Plan identifies the anticipated design submittal packages as well as a range of total milestone submittals by design package that may be provided by the D-B Contractor at each milestone (i.e., at 60%, 90%).

- Column Heading: “Elements for Milestone Review” indicates the major subject of the submittal (e.g., civil, utilities, track, etc.)
- Column Heading: “City Department/Division” indicates the City department / division anticipated to review the submittal.
- Column Heading: “# of Milestone Submittals” provides a range of anticipated submittals for a specific element.
- Column Heading: “Total Plan Sheets per Milestone Submittal” indicates the anticipated number of plan sheets that would be part of each milestone submittal.
- Column Heading: “Turnaround Time per Package” indicates the anticipated City time to act on the milestone submittal in calendar days.

The City’s commitment for turnaround times is predicated on an estimated number of plan sheets per submittal, as indicated in the notes section. It is understood that the range of City turnaround times for a package is commensurate with the size of the submittal and that timing will change commensurate with the submittal, and based on the Final Permitting Plan from Sound Transit’s eventual D-B Contractor. There are some submittals for which no City action is required. These submittals will be provided to the City for courtesy review.

#### Permitting Packages Table:

The “Permitting Packages” table in the Preliminary Plan provides a rough estimate of the type and number of permits that will need to be pulled by Sound Transit’s eventual D-B Contractor, the City departments that will be involved in review, and whether the City intends to provide inspection services. The Project will secure all required permits, regardless of whether they are included in this table.

- Column Heading: “Permit” indicates the permit type that is anticipated for the Project.
- Column Heading: “City Department/Division” indicates the City department / division anticipated to approve the permit.
- Column Heading: “City to Inspect” indicates whether the City intends to perform inspection services of Project elements constructed as part of the permit.
- Column Heading: “# of Permits” provides a range of anticipated permits by type that may be required.
- Column Heading: “Turnaround Time per Permit” indicates the anticipated City time to approve the permit in calendar days.

Assumptions regarding timing for City permit approval were based on input and conversations with the local jurisdictions. Time to approve the various permit types by the City is expressed in calendar days.

## **Summary**

This Preliminary Plan provides the framework for development by Sound Transit's eventual D-B Contractor of a Final Permitting Plan. The final plan will be reviewed and approved by Sound Transit and the cities of SeaTac, Des Moines, Kent, and Federal Way as part of Project construction. The Development Agreement, to which this Preliminary Plan is an exhibit, documents commitments between Sound Transit and the individual cities for managing the design review process. The City Services Agreement, and the Task Orders issued pursuant to its terms, provide a mechanism for reimbursing the City for time spent reviewing design submittals at the 60% and 90% completion level. The eventual D-B Contractor will be responsible for payment to the Cities of permitting fees as well as development of the Project's Final Permitting Plan.

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**FWLE Preliminary Permitting Plan - Draft of Guidance to D-B  
City of Des Moines**

Packaging by D-B Contractor (Proposed Changes/60%/90%)	Elements for Milestone Review	City Department/Division*	# of Milestone Submittals	Total Plan Sheets per Milestone Submittal	Mutually Agreed Upon Maximum Estimated Turnaround Time Per Submittal (Calendar Days)
Package by Geographic Area	Civil (Walls, Road, Grading)	Community Development	3-15	10-90	21
Package by Geographic Area	Utilities	Community Development	5-10	5-30	21
Package by Geographic Area	Columns	Community Development	1-10	5-10	N/A - courtesy (Reference Note #1 Below)
Package by Geographic Area	Foundations	Community Development	1-10	5-20	N/A - courtesy (Reference Note #1 Below)
Package by Geographic Area	Track	Community Development	1-5	15-50	N/A - courtesy
Package by Geographic Area	Systems	Community Development	1-5	15-75	N/A - courtesy
Package by Geographic Area	Landscaping	Community Development	1-5	5-30	21 (Reference Note #2 Below)

\* D-B will work with City Liaison to identify specific areas requiring resolution for each package and create a cover sheet of contents prioritized to focus City review.

**Design Packages**

Permit	City to Inspect (Yes/No)	City Department/Division	# of Permits	Mutually Agreed Upon Maximum Estimated Turnaround Time Per Permit (Calendar Days)
Demolition Permits	Yes	Community Development	30-50	7
Civil Grading - landscaping (offsite)	Yes	Community Development	1-10	21
Civil Grading - landscaping (onsite)	Yes	Community Development	As Needed	14
Civil Grading - land clearing	Yes	Community Development	As Needed	28
Civil Grading - grading/ fill/tree	Yes	Community Development	As Needed	14
Civil Grading - civil improvements	Yes	Community Development	As Needed	14
Civil Grading - utilities	Yes	Community Development	As Needed	21
Building Permits - wall	Yes	Community Development	1-5	21
Right of Way Permit	Yes	Community Development	1-15	14
Building Permits - Electrical	Yes	Community Development	1-3	14
Sign Permit	Yes	Community Development	1-8	14
Electrical Permit (TPSS feed)	Yes	Community Development	1-4	14
Noise Variance for Nighttime Work	Yes	Community Development	0-15	7

**Permitting Packages**

**Notes**

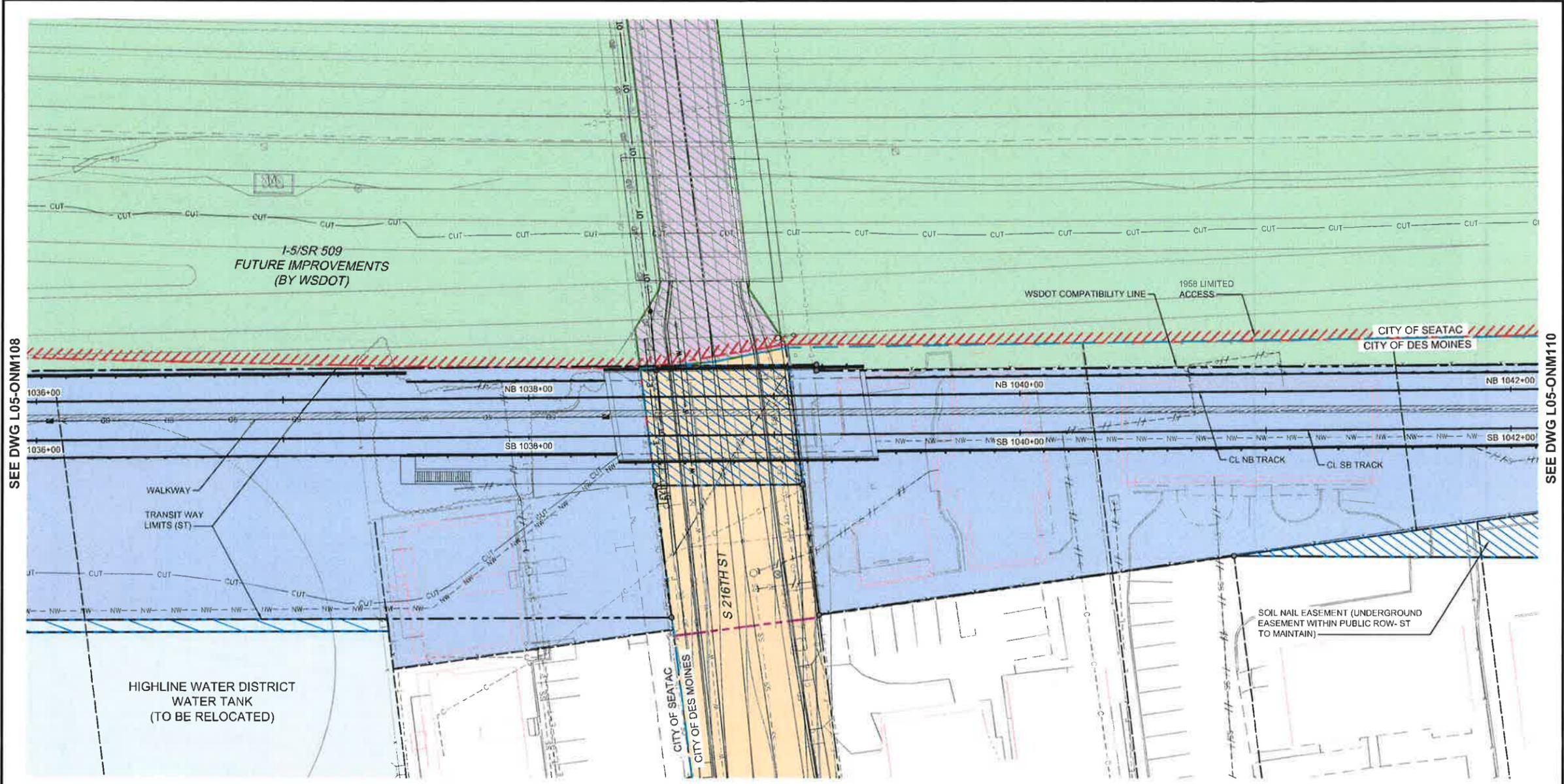
- #1 - The City intends to review vibration analyses for column and foundation designs to understand how effects will extend beyond project limits.
- #2 - The City may require an additional 7 days if outside consultant design review support is required. This need is expected to be identified during Over The Shoulder review.  
In Des Moines, all applications are submitted to the Community Development Department. Development Services Division then designates a project coordinator who then circulates the application to the Building, Engineering Services and SWM divisions, coordinates reviews and consolidates review comments returning the consolidated review comments to the applicant.
- #3 - The above permits, packages, sizes and durations are a guideline and meant to further discussions between the D-B and AHJ.
- #4 - Design-Build team will propose a permit plan. The plan may separate packages by geographic areas and/or by discipline.  
If the Design-Build team's plan and packaging approach is generally within the limits shown above, the review turn around times will be met by the AHJ.
- #5 - Design-Build team to obtain approval of the final permit plan from AHJ.
- #6 - Turnaround time is defined as the time from submission of a complete submittal and/or permit to the AHJ to the return of submission (typically with comments) to the Design-Build team by AHJ. Time excludes day of submission.

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**EXHIBIT K:**

**OPERATIONS AND MAINTENANCE RESPONSIBILITIES**

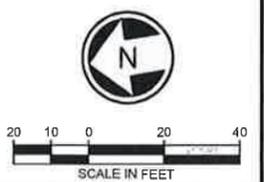
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WSDOT		CITY OF SEATAC	
SOUND TRANSIT		CITY OF DES MOINES	
HIGHLINE WATER DISTRICT		CITY OF KENT	
PUGET SOUND ENERGY		CITY OF FEDERAL WAY	
SEATTLE PUBLIC UTILITIES			



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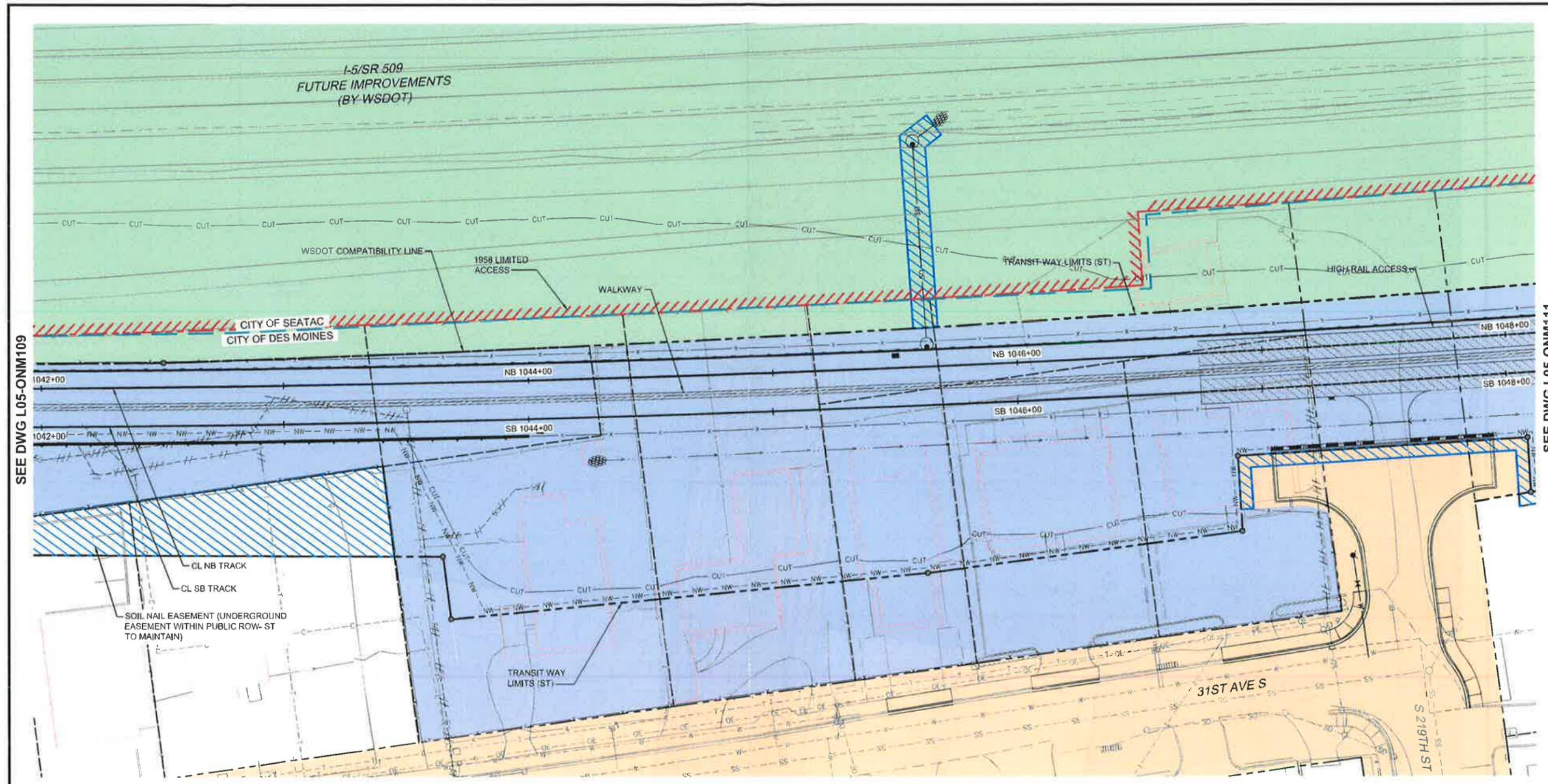
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DRAWN BY: S. LIU
CHECKED BY: G. ROYCROFT
APPROVED BY: E. HERALD

Submitted by: \_\_\_\_\_ Date: \_\_\_\_\_ Reviewed by: \_\_\_\_\_ Date: \_\_\_\_\_

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PRELIMINARY ENGINEERING PLANS  
CIVIL  
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SB STA 1036+00 TO SB STA 1042+00

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FACILITY ID:
SHEET No.: 9
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SEE DWG L05-ONM111

PRIMARY OPERATOR/ MAINTAINER		SECONDARY OPERATOR/ MAINTAINER	
WSDOT	[Green Box]	CITY OF SEATAK	[Purple Box]
SOUND TRANSIT	[Blue Box]	CITY OF DES MOINES	[Yellow Box]
HIGHLINE WATER DISTRICT	[Light Blue Box]	CITY OF KENT	[Red Box]
PUGET SOUND ENERGY	[Pink Box]	CITY OF FEDERAL WAY	[Orange Box]
SEATTLE PUBLIC UTILITIES	[Brown Box]		



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E. HERALD



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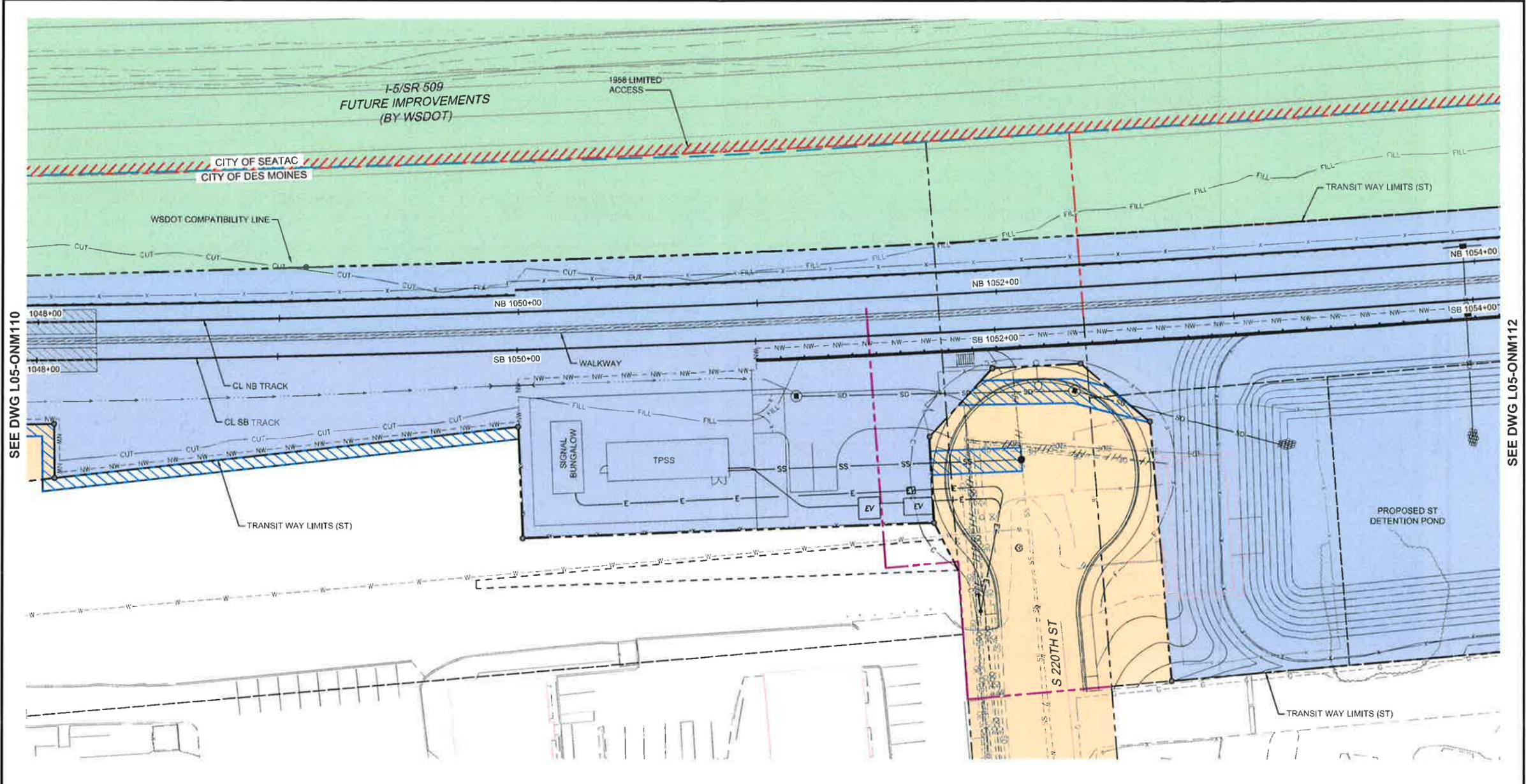


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SB STA 1042+00 TO SB STA 1048+00

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	SOUND TRANSIT				CITY OF DES MOINES		
	HIGHLINE WATER DISTRICT				CITY OF KENT		
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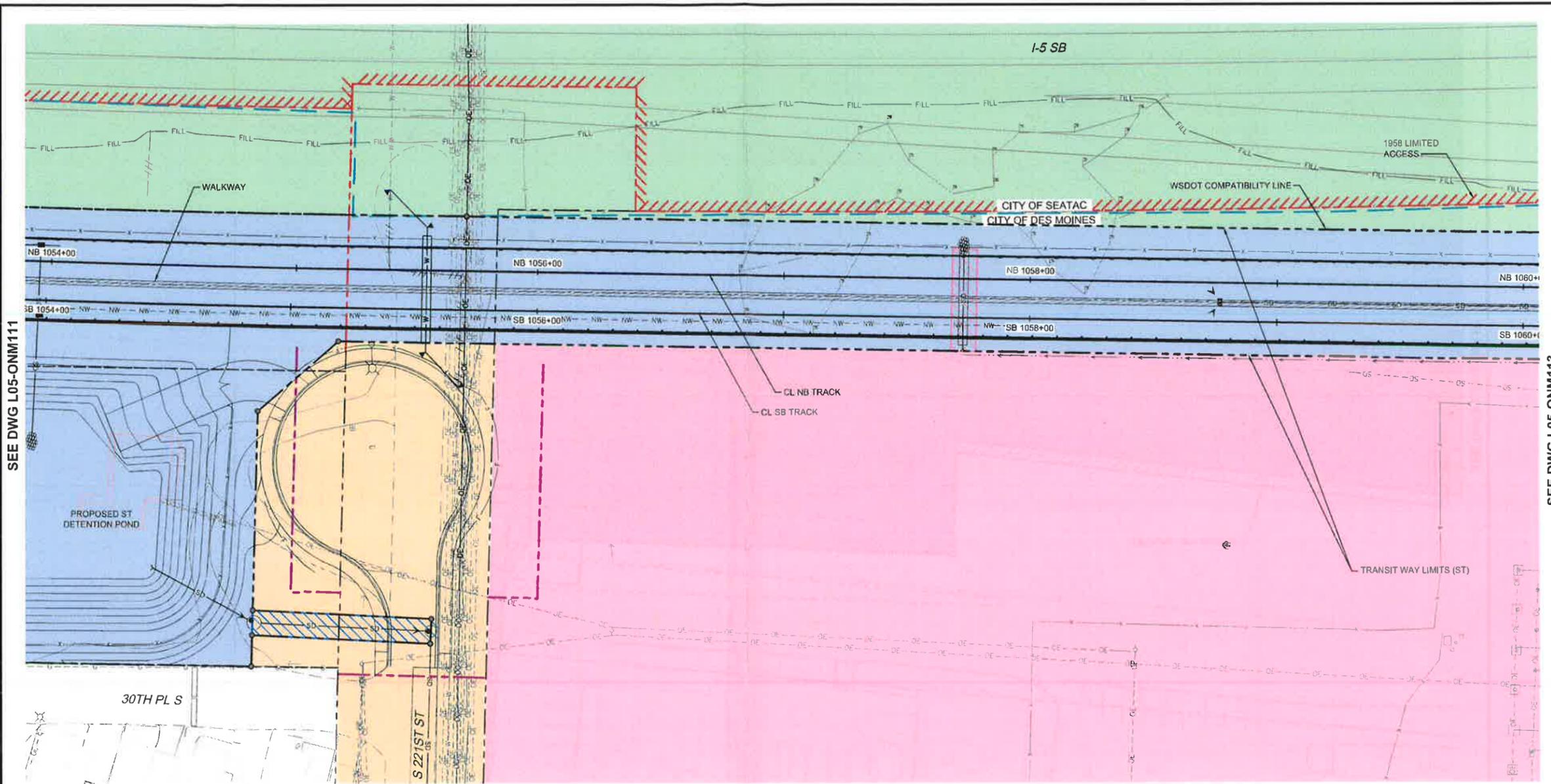


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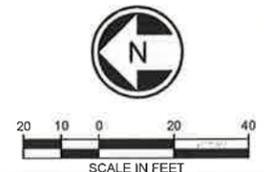
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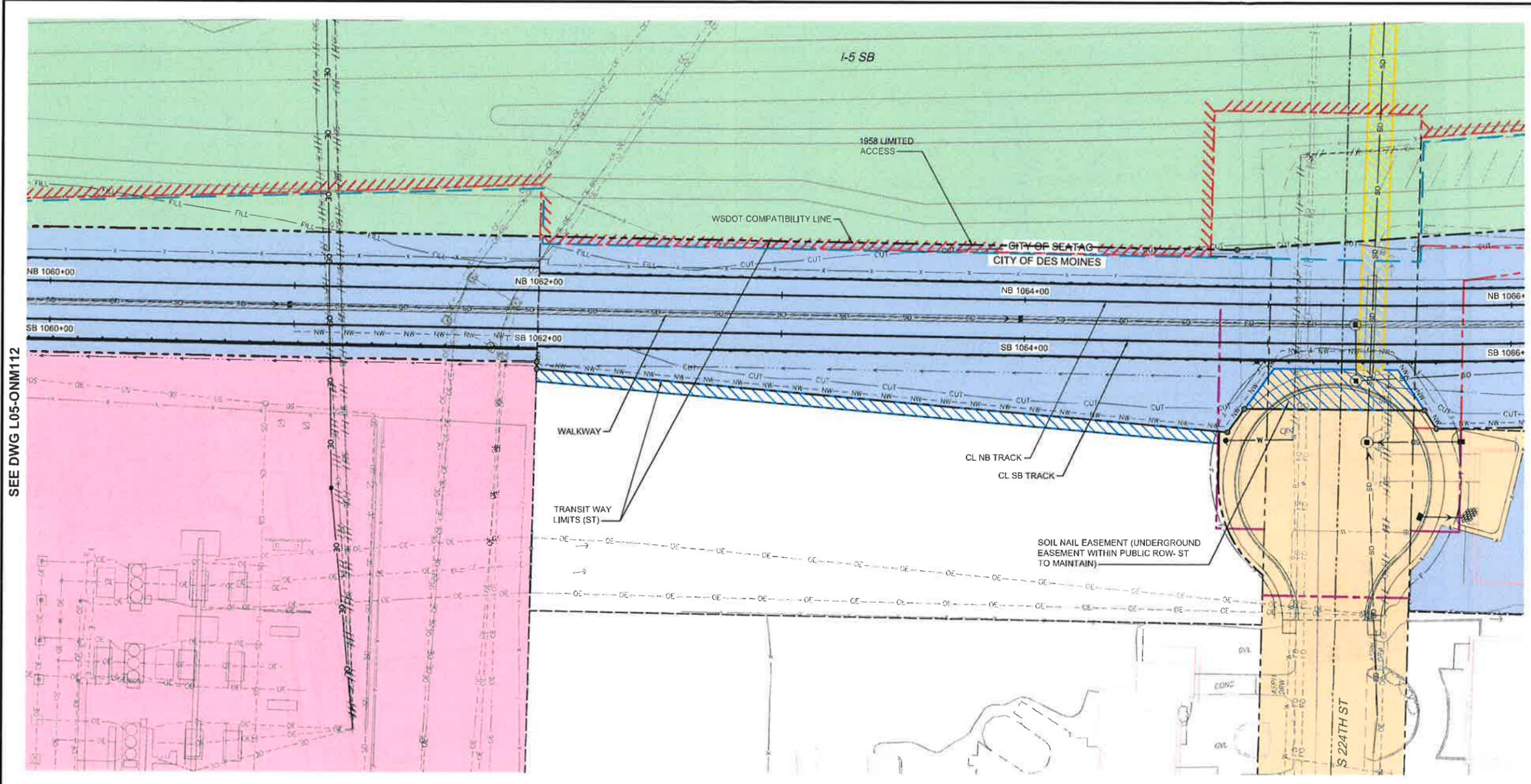
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	HIGHLINE WATER DISTRICT		CITY OF SEATAC
	PUGET SOUND ENERGY		CITY OF DES MOINES
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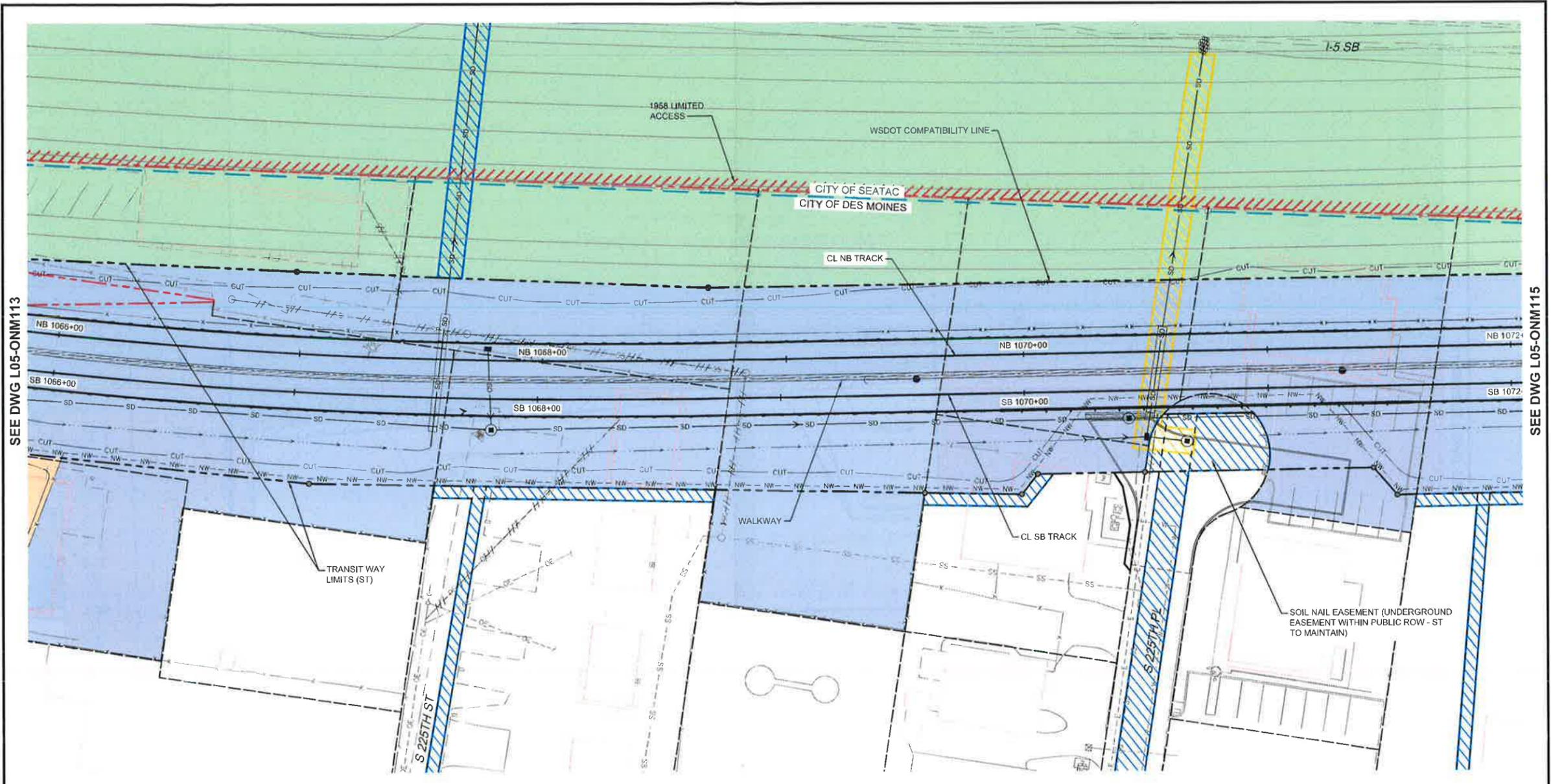
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HIGHLINE WATER DISTRICT		CITY OF KENT	
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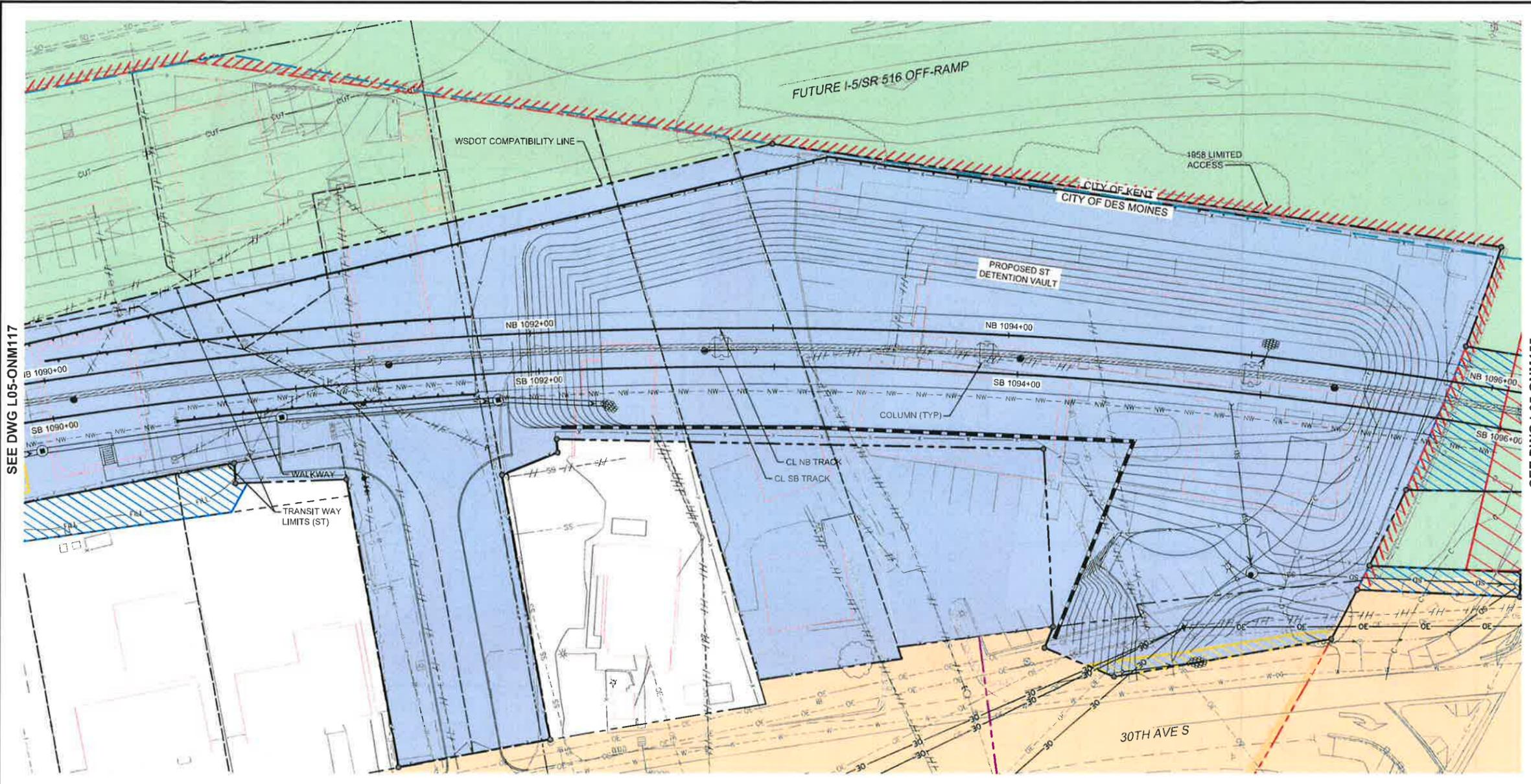
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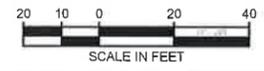
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SEE DWG L05-ONM155

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	SOUND TRANSIT				CITY OF DES MOINES		
	HIGHLINE WATER DISTRICT				CITY OF KENT		
	PUGET SOUND ENERGY				CITY OF FEDERAL WAY		
	SEATTLE PUBLIC UTILITIES						



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No.	DATE	DSM	CHK	APP	REVISION

DESIGNED BY:  
S. LIU  
DRAWN BY:  
S. LIU  
CHECKED BY:  
G. ROYCROFT  
APPROVED BY:  
E. HERALD



SUBMITTED BY: \_\_\_\_\_ DATE: \_\_\_\_\_ REVIEWED BY: \_\_\_\_\_ DATE: \_\_\_\_\_

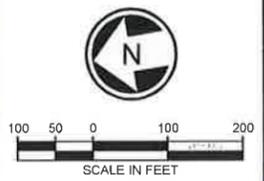
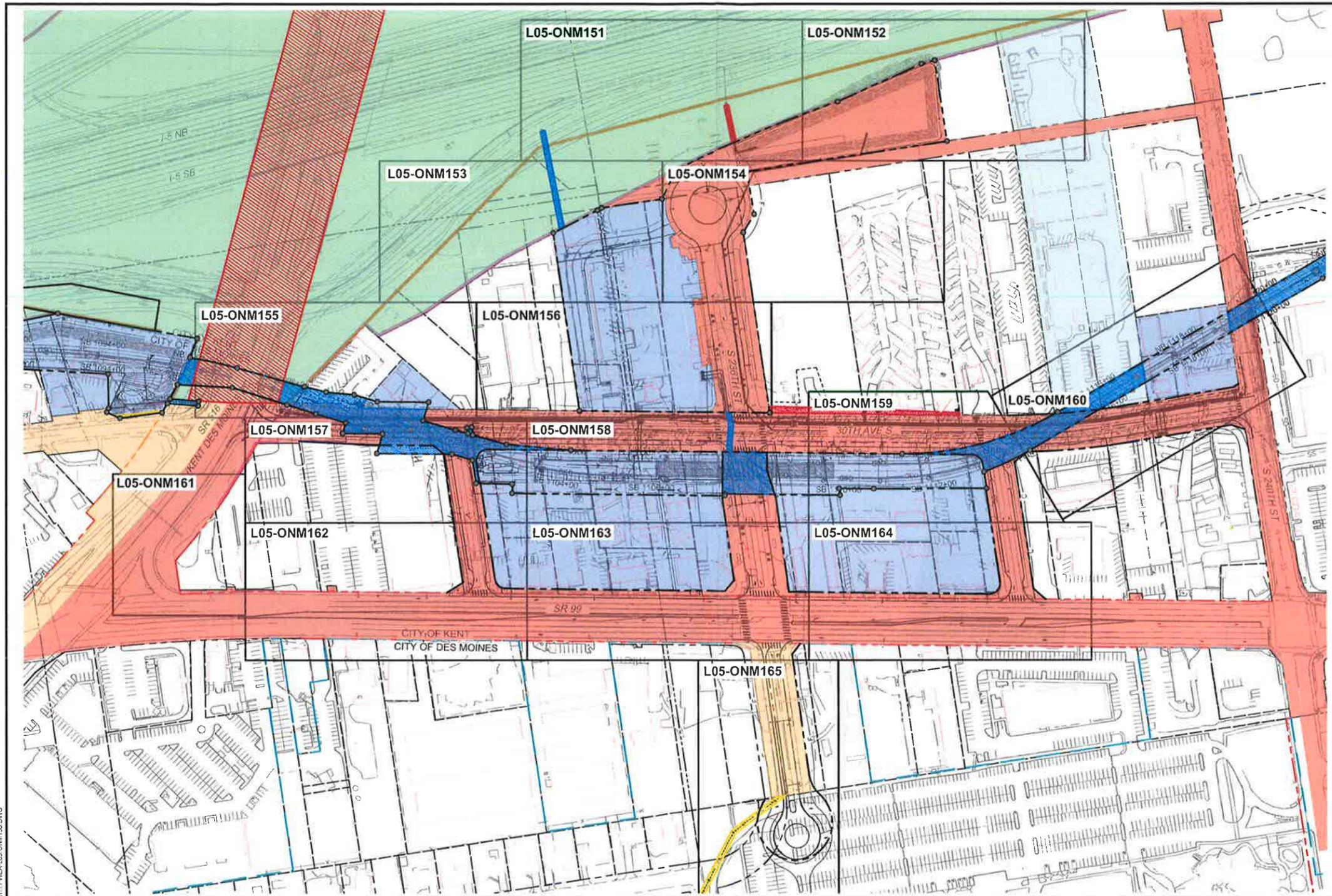
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FILENAME:  
FWEAL05-ONM118  
CONTRACT No.: \_\_\_\_\_  
DATE:  
08/22/2011

**SOUND TRANSIT**  
**FEDERAL WAY LINK EXTENSION**  
PRELIMINARY ENGINEERING PLANS  
  
CIVIL  
OPERATION AND MAINTENANCE PLAN  
SB STA 1090+00 TO SB STA 1096+00

DRAWING No.:  
**L05-ONM118**  
FACILITY ID:  
SHEET No.:  
1



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No.	DATE	DSN	CHK	APP	REVISION

DESIGNED BY:  
 S. LIU  
 DRAWN BY:  
 S. LIU  
 CHECKED BY:  
 G. ROYCROFT  
 APPROVED BY:  
 E. HERALD



SUBMITTED BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
 REVIEWED BY: \_\_\_\_\_ DATE: \_\_\_\_\_

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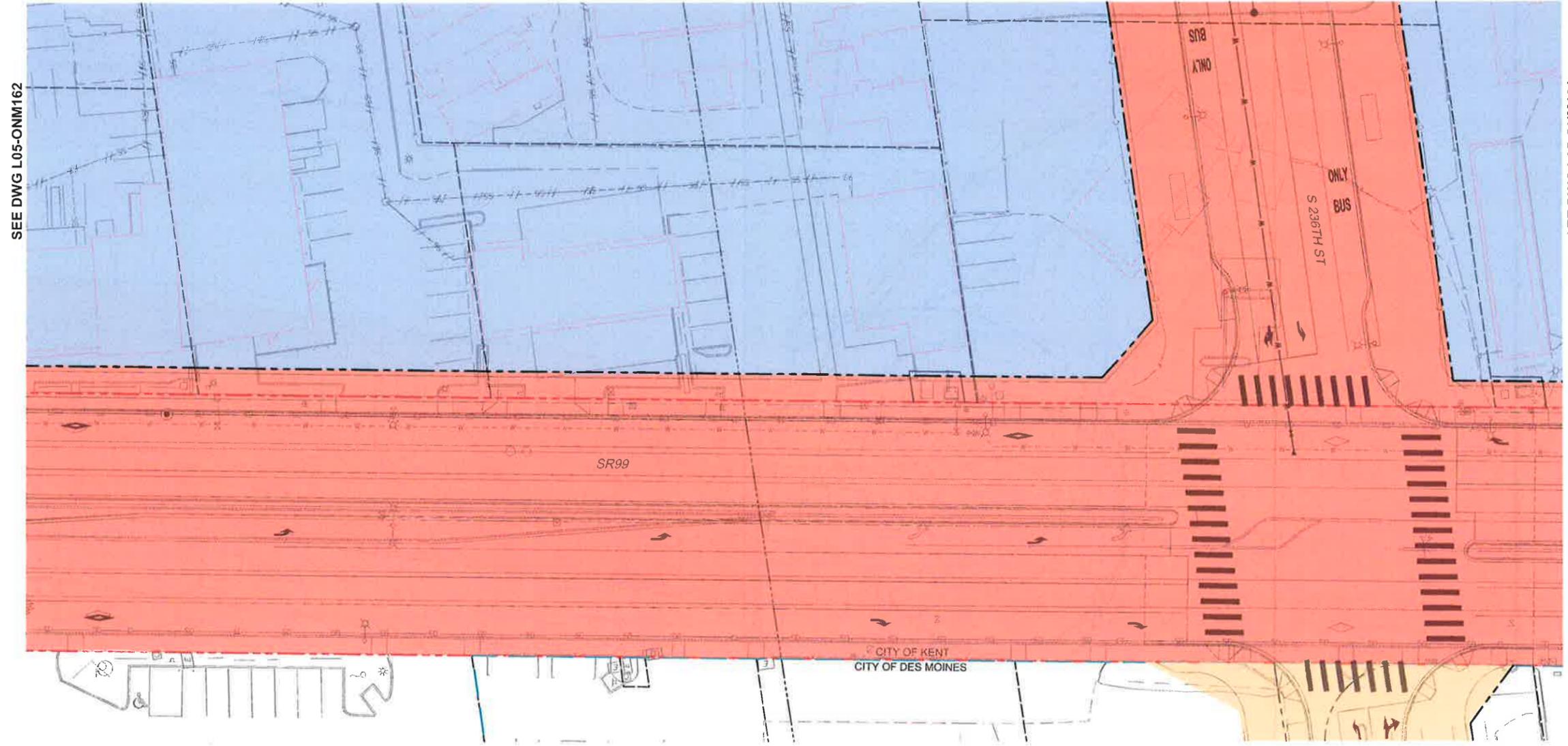


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 FWEA L05-ONM150  
 CONTRACT No.: \_\_\_\_\_  
 DATE: 06/22/2013

**SOUND TRANSIT**  
**FEDERAL WAY LINK EXTENSION**  
 PRELIMINARY ENGINEERING PLANS  
 CIVIL  
 OPERATION AND MAINTENANCE PLAN  
 KENT DES MOINES KEY MAP

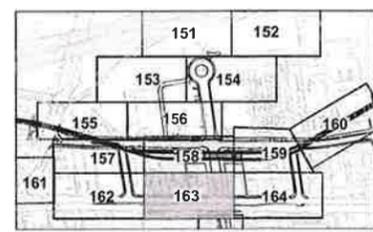
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 FACILITY ID: \_\_\_\_\_  
 SHEET No.: 19 REV: \_\_\_\_\_

SEE DWG L05-ONM158



SEE DWG L05-ONM162

SEE DWG L05-ONM164



SEE DWG L05-ONM165



PRIMARY OPERATOR/ MAINTAINER		SECONDARY OPERATOR/ MAINTAINER		PRIMARY OPERATOR/ MAINTAINER		SECONDARY OPERATOR/ MAINTAINER	
	WSDOT				CITY OF SEACAC		
	SOUND TRANSIT				CITY OF DES MOINES		
	HIGHLINE WATER DISTRICT				CITY OF KENT		
	PUGET SOUND ENERGY				CITY OF FEDERAL WAY		
	SEATTLE PUBLIC UTILITIES						

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DESIGNED BY: <b>S. LIU</b>	
DRAWN BY: <b>S. LIU</b>	
CHECKED BY: <b>G. ROYCROFT</b>	
APPROVED BY:	
<b>E. HERALD</b>	



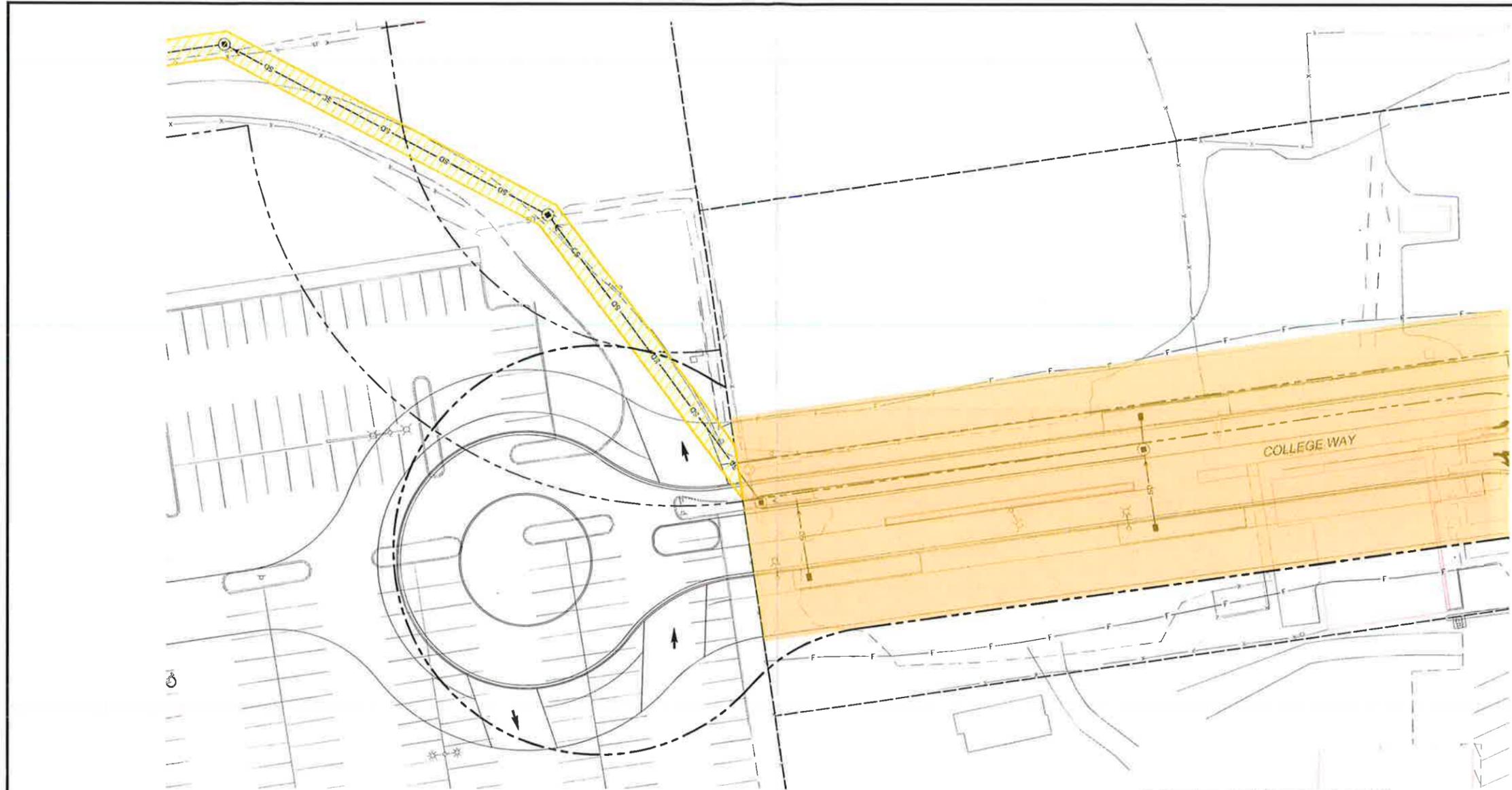
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SCALE: 1"=20'
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CONTRACT No.:
DATE: 06/22/2013

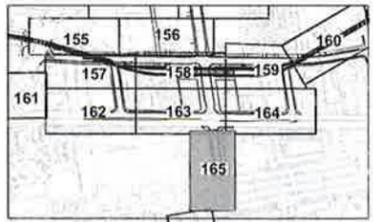
**SOUND TRANSIT**  
**FEDERAL WAY LINK EXTENSION**  
 PRELIMINARY ENGINEERING PLANS  
 CIVIL  
 OPERATION AND MAINTENANCE PLAN  
 KENT DES MOINES STATION

DRAWING No.:	<b>L05-ONM163</b>
FACILITY ID:	
SHEET No.:	32
REV:	



SEE DWG L05-ONM163

PRIMARY OPERATOR/ MAINTAINER		SECONDARY OPERATOR/ MAINTAINER		PRIMARY OPERATOR/ MAINTAINER		SECONDARY OPERATOR/ MAINTAINER	
	WSDOT				CITY OF SEACAC		
	SOUND TRANSIT				CITY OF DES MOINES		
	HIGHLINE WATER DISTRICT				CITY OF KENT		
	PUGET SOUND ENERGY				CITY OF FEDERAL WAY		
	SEATTLE PUBLIC UTILITIES						



KENT DES MOINES STATION



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No	DATE	DSN	CHK	APP	REVISION

DESIGNED BY:  
S. LIU  
DRAWN BY:  
S. LIU  
CHECKED BY:  
G. ROYCROFT  
APPROVED BY:  
E. HERALD



SUBMITTED BY: \_\_\_\_\_ DATE: \_\_\_\_\_ REVIEWED BY: \_\_\_\_\_ DATE: \_\_\_\_\_

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SCALE:  
1"=20'  
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CONTRACT No: \_\_\_\_\_  
DATE:  
06/22/2011

**SOUND TRANSIT**  
**FEDERAL WAY LINK EXTENSION**  
PRELIMINARY ENGINEERING PLANS  
  
CIVIL  
OPERATION AND MAINTENANCE PLAN  
KENT DES MOINES STATION

DRAWING No.:  
**L05-ONM165**  
FACILITY ID:  
SHEET No.: 34 REV:

**EXHIBIT L:**

**TPSS SELF-CERTIFICATION LETTER**

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May 14, 2018

Lawrence Pickard  
Chief Building Official  
City of Des Moines  
21630 11<sup>th</sup> Avenue, S., Suite D  
Des Moines, WA 98198

AMENDED TO CORRECT JURISDICTION FROM CITY OF KENT TO CITY OF DES MOINES IN SECOND PARAGRAPH  
Sound Transit Proposal for the Federal Way Link Extension TPSS and Signal System Electrical Permitting

Dear Mr. Pickard:

Sound Transit is in the preliminary design phase of the Federal Way Link Extension (FWLE) project, a component of the November 2008 voter-approved ST2 package. The FWLE project is a 7.8 mile light rail project that will benefit local communities and support regional growth with fast, frequent and reliable light rail service, connecting communities in the three-county district of Pierce, King, and Snohomish.

The purpose of this letter is to come to an agreement between Sound Transit and the City of Des Moines granting Sound Transit to self-certify and self-label our Systems' Traction Power Substations (TPSS) and wayside signal electrical equipment (signal bungalows, houses, and cabinets), as previously approved by the State of Washington Department of Labor and Industries (L&I) on May 10, 2002 and reaffirmed by the same on August 31, 2017 (please see Attachments B and C).

Based on WAC 296-46B-010(16) & (23), Traffic Management Systems, L&I determined Sound Transit can act as its own laboratory to self-label and self-certify their equipment in lieu of an approved testing laboratory. Sound Transit's TPSS and wayside signal electrical equipment are railway equipment that are built and installed per the American Railway Engineering and Maintenance-of-Way Association (AREMA) and American Railway Association (AAR) standards. AREMA and AAR standards are developed for the sole purpose of manufacturing and installing the nation's railroads and their equipment suppliers ranging from rail to signal and communication equipment.

On the Federal and national level, AREMA and AAR standards are referenced and used by the Federal Railroad Association (FRA) and the Federal Transit Administration (FTA) for light rail projects similar to Sound Transit projects.

Central Puget Sound Regional Transit Authority • Union Station  
401 S. Jackson St., Seattle, WA 98104-2826 • Reception: (206) 398-5000 • FAX (206) 398-5499  
[www.soundtransit.org](http://www.soundtransit.org)

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*Pierce County Executive*

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**Roger Millar**  
*Washington State Secretary of Transportation*

**Paul Roberts**  
*Everett Council President  
Mayor Pro Tem*

**Dave Upthegrove**  
*King County Councilmember*

**Peter von Reichbauer**  
*King County Councilmember*

**Victoria Woodards**  
*Tacoma Mayor*

**CHIEF EXECUTIVE OFFICER**

**Peter M. Rogoff**

Similar agreements regarding this proposal and request have been successfully executed with other local jurisdictions (copies of signed agreements can be made available upon request). As part of this proposal and agreement, normal electrical permitting through the local jurisdiction's permit process would remain unchanged, specifically the electrical feed to the TPSS and signal houses.

The attached information, for your review and consideration, will help to provide an oversight of how Sound Transit would like the City to permit our TPSS installation.

Attachment A: Signal System Electrical Permit Concepts for Federal Way Link Extension

Attachment B: August 31, 2017 email from Larry Vance for Stephen Thornton, Chief Electrical Inspector to Terry Beals, Director, Regulatory Permitting, Sound Transit DECM Permit Administration

Attachment C: May 10, 2002 letter signed by Ronald Fuller, past Chief Electrical Inspector, Washington Department of Labor and Industries Amended in 2017 (please see track changes) by Larry Vance, for Stephen Thornton, current Chief Electrical Inspector, Washington Department of Labor and Industries.

Attachment D: Copy of Sound Transit Self-Certification Sticker

Once you have had the chance to thoroughly review the information provided and it is determined this letter satisfies all your concerns, please concur with your signature below and return a copy of this letter to my attention.

If you have any questions or concerns, please contact me at 206-903-7807 or you can email me at [gayle.zeller@soundtransit.org](mailto:gayle.zeller@soundtransit.org)

Sincerely,

Gayle Zeller  
FWLE Corridor Permit Manager  
401 S. Jackson Street  
Seattle, WA 98104



Gayle Zeller  
Sound Transit  
FWLE Corridor Permit Manager

Date 5/14/2018



Date 5-22-18

Lawrence Pickard, CBO  
City of Des Moines  
Building Division, Community Development

## ATTACHMENT A

### SIGNAL SYSTEM ELECTRICAL PERMIT CONCEPTS FOR EAST LINK

#### **Purpose:**

The purpose of this paper is to propose a procedure to the respective authorities having jurisdiction over sub-areas of the East Link project (Mercer Island, Bellevue, and Redmond) for permitting and inspection of the Link light rail transit (LRT) signal system. This paper only covers signal system permit and inspection issues, and although many considerations are similar, does not apply to any other LRT element.

This same approach has been successful for Sound Transit's Central Link light rail system which opened for revenue service in July 2009 through the cities of Seattle, Tukwila, SeaTac, and areas under the electrical jurisdiction of the Washington State Department of Labor and Industries (L&I). Authorities are encouraged to discuss this with their counterparts in these jurisdictions.

#### **Introduction:**

The National Electrical Code (NEC or NFPA 70) is a consensus standard developed with the purpose of providing a *'practical safeguarding of persons and property from hazards arising from the use of electricity.'* Because the railroad industry is not included in the NFPA 70 standards development process, NEC 90.2(B)(3) specifically omits *'installations of railways for generation, transformation, transmission, or distribution of power used exclusively for operation of rolling stock or installations used exclusively for signaling and communications purposes.'* The light rail transit industry typically follows many railway industry practices. Although the NEC provides no guidance, other standards organizations and the federal government have established railway safety standards aimed not only at protecting the public and railway workers, but also providing for the safety of passengers using the railway system and dependent upon proper functioning of its train control (signal) system.

The industry standards for railway signal system equipment and installation frequently far exceed normal NEC requirements and have established an exceptional safety record. However, railroad signal equipment is not UL listed and is installed in ways that are not typical in the electrical industry under NEC rules. Railroad companies such as BNSF are regulated by the Federal Railroad Administration, and therefore, do not obtain local permits for their signal systems. However, ST has cooperated with local authorities to obtain permits and interim and final inspections.

#### **Basic Concept**

Specifications will require the ST Signals Contractor to obtain electrical permits from the local authority and, during and after installation, coordinate inspections of the work. The following provides a basic understanding of how this is accomplished:

1. The electrical permit and inspection would include the service to the signal housing. The boundary of inspection would be the power connections from the panelboards to equipment racks. ST has an agreement with Washington Labor & Industries providing ST with the responsibility to self-certify its signal equipment and installation provided it meets the

applicable industry standards. The basis of this agreement is that the LRT signal system is to be considered as the equivalent of a highway traffic control system. A copy of original letter from former Washington State Chief Electrical Inspector, Ron Fuller, dated May 10, 2002 (see Attachment B) assigning this responsibility under WAC 296-46A-092(8) and 104(7), which has since been rolled up into WAC 296-46B-010(16)-(23).

2. The Signals Contractor is required to provide a "Gold Seal" L&I certification for prefabricated signal bungalows. This involves structural, mechanical, and electrical plan reviews by L&I in addition to inspections of work at the manufacturer's assembly site. The contract documents establish this as a Contractor requirement.
3. As mentioned above, railroad signal equipment is not UL listed, although it is built to industry standards that are frequently more rigorous than NEC or UL requirements. For example, a normal #14 AWG XHHW-2 wire would require 30 mils of insulation but a #14 AWG AREMA signal wire requires 60 mils of insulation. Another important fundamental difference is that railroad signal circuits are not grounded. This is to assure that the train signals will remain functional and safe even with one line inadvertently grounded. The signal system is self-monitoring and alerts Sound Transit signal maintenance workers that a grounded circuit has been detected so repairs can be undertaken in safe manor. This is similar to the method used for isolation of critical hospital and industrial power and control systems. The source of most railway industry standards is the American Railway Engineering and Maintenance-of-Way Association (AREMA).

**Procedure Proposed for East Link:**

1. The Contractor is responsible to contact the city inspection department to determine the permit fee based on the value of the signal system.
2. The Contractor prepares the permit application showing the power distribution portion of the signal system and the power calculations. Permit would cover service, transformers, UPS, disconnects, overcurrent protection, and connections from the panelboards to signal rack equipment. Sample permit requests to the cities of Seattle, Tukwila, and SeaTac are included in Attachment C. (Please note that these are only sample permit requests. If the East Link permitting authorities require a different format or data, the authority is requested to inform the Contractor or provide instructions that can be inserted into ST Signals Contract documents.)
3. All materials undergo 100% factory tests with factory test procedures and reports reviewed and/or witnessed by the designated ST signals engineer. During installation (or start of field test), the responsible ST engineer or his designee will apply self-certification stickers with serial numbers to the signal equipment. (A PDF copy of the sticker is provided as Attachment D.) Authorities will be able to identify that this item is self-certified and therefore will not require inspection. The list of the light rail items to be self-certified includes but is not limited to the following:
  - a. Equipment racks
  - b. Switch machines
  - c. Impedance bonds
  - d. Wayside signals
  - e. Switch heaters
  - f. Junction boxes
  - g. Entrance racks

**h. Signal wiring**

- 4. When applying self-certification stickers, ST maintains a log that records the sticker number, equipment name and model number, ID (or location), equipment serial number, and industrial code(s) applicable to that equipment. Those records are available at any time and can be provided upon request.**

ATTACHMENT B

**Zeller, Gayle**

---

**From:** Vance, Larry (LNI) <VANC235@LNI.WA.GOV>  
**Sent:** Thursday, August 31, 2017 8:56 AM  
**To:** Beals, Terry  
**Cc:** Peckham, Lane; Rempe, Joe; Hellman, James; Newton, Corey; scoffman@ci.tacoma.wa.us; Zeller, Gayle; DeMarre, Jeffrey; DeLalla, Craig; Beals, Terry; Beckman, Eric; Thornton, Stephen D (LNI); Mutch, Rod (LNI); Bierward, Antone F (LNI); Thomas, Robert G. (LNI); Straley, Dennis M (LNI); Sedlacek, Craig L (LNI)  
**Subject:** RE: L&I Reaffirmation of R. Fuller Letter Dated May 10, 2002 - Sound Transit - Traffic Management Systems  
**Attachments:** Ron Fuller Letter Labor and Industries re ST elec field evaluation May 10 2002 - Updated References.pdf

Hello Terry,

In regards to the 2002 letter, fifteen years have passed and very little has changed. For clarity in the attached version of the 2002 letter, notes correct rule references and reconfirm Sound Transit's ability as a transit jurisdiction to act as a laboratory and apply their own equipment approval label to traffic management system equipment. In 2017, rules for traffic management systems exist in WAC 296-46B-010(16)-(23).

I hope this information helps you. If I can be of further assistance, please contact me.

Thank you,

Larry Vance | Electrical Technical Specialist  
for Stephen Thornton, Chief Electrical Inspector  
Washington State Department of Labor and Industries  
Field Services & Public Safety Division  
(360) 902-5742

Save about 10 by renewing your electrical license online at:  
<http://www.lni.wa.gov/TradesLicensing/LicensingReq/Legal.asp>

**From:** Beals, Terry [mailto:terry.beals@soundtransit.org]  
**Sent:** Wednesday, August 30, 2017 8:53 AM  
**To:** Vance, Larry (LNI) <VANC235@LNI.WA.GOV>  
**Cc:** Peckham, Lane <LPECKHAM@ci.tacoma.wa.us>; Rempe, Joe <jrempe@ci.tacoma.wa.us>; Hellman, James <JHELLMAN@ci.tacoma.wa.us>; Newton, Corey <cnewton@ci.tacoma.wa.us>; scoffman@ci.tacoma.wa.us; Zeller, Gayle <Gayle.Zeller@soundtransit.org>; DeMarre, Jeffrey <jeffrey.demarre@soundtransit.org>; DeLalla, Craig <craig.delalla@soundtransit.org>; Beals, Terry <terry.beals@soundtransit.org>; Beckman, Eric <eric.beckman@soundtransit.org>  
**Subject:** L&I Reaffirmation of R. Fuller Letter Dated May 10, 2002  
**Importance:** High

Good morning, Larry

Please confirm by responding to this email the essential contents of the attached Ron Fuller Letter to Sound Transit dated May 10, 2002 allowing Sound Transit as a transit jurisdiction to act as a laboratory and apply their own equipment approval label to traffic management system equipment is still valid and acceptable to the State of Washington Department of Labor and Industries Electrical Program.

Best Regards,

Terry

Terry Beals  
Director, Regulatory Permitting  
DECM Permit Administration  
Sound Transit  
401 S. Jackson St  
Seattle, WA  
[terry.beals@soundtransit.org](mailto:terry.beals@soundtransit.org)  
206-398-5237



RECEIVED

MAY 15 2002

SOUND TRANSIT SYSTEMS ENGINEERING

STATE OF WASHINGTON

DEPARTMENT OF LABOR AND INDUSTRIES

Mail correspondence to: PO Box 44460 • Olympia WA 98504-4460

May 10, 2002

Marc Bardsley  
Link Light Rail  
401 S Jackson St  
Seattle, WA 98104

Subject: Light Rail project

Dear Marc,

This will confirm our discussion at yesterday's meeting between Sound Transit, Tacoma Power, the City of Seattle, Impulse NC, Inc., Totem Electric, and the department. There is a requirement for field evaluation or listing of all electrical equipment being installed within the state. Equipment includes, but is not limited to: conduit, boxes, wire, fittings, devices, and utilization equipment.

The department approves all field evaluation and listing laboratories. ~~The department approves all requests for field evaluations on a case by case basis.~~ Upon request, approval may be granted to perform part or all of the field evaluation in the manufacturer's facility. ~~The request for obtaining permission to perform a field evaluation must be submitted prior to the evaluation taking place.~~ A copy of all field evaluation reports must be provided to the department, local jurisdiction office, and the customer. See WAC 296-402 for details concerning listing and field evaluation laboratory requirements.

For traffic signal equipment, there is an option allowing the transit jurisdiction to act as a laboratory and apply their own equipment approval label (see WAC 296-46A-092(8) and 104(7) in lieu of an approved testing laboratory. At yesterday's meeting, we agreed that, in the case of the Sound Transit Light Rail project, traffic includes the transit system itself for the purposes of signalization for controlling pedestrian, vehicular, and rolling stock traffic. This option does not include illumination, signage, or other electrical systems. Signalization does not include the power systems used to operate the rolling stock.

It will be advantageous for Sound Transit to ensure that its equipment vendors are aware of the requirements for listing or field evaluation prior to beginning manufacturing the product. The traction power equipment currently at issue on the Tacoma section must have a field evaluation before final acceptance. At this time, the department has received no request for field evaluation of that equipment.

Sincerely,

Ronald Fuller  
Chief Electrical Inspector

cc: Chuck Gregg, Tacoma – Chief Electrical Inspector  
Dick Alford, Seattle - Chief Electrical Inspector

In 2017, WAC 296-46A-092(8) refers to definition of "Identification Plate" found in WAC 296-46B-100

In 2017, text in this letter marked with strikethrough is not applicable.

In 2017, WAC 296-46A-104(7) refers to "Identification of traffic management components." found in WAC 296-46B-010(22)

In 2017, WAC 296-402 requirements are found in WAC 296-46B-999

In 2017, it remains L&I position to agree that, in the case of Sound Transit Light Rail, traffic includes the transit system itself for the purposes of signalization for controlling pedestrian, vehicular, and rolling stock traffic. Sound Transit, as a transit jurisdiction, may act as a laboratory and apply their own traffic signal equipment approval labels to Sound Transit traffic management system equipment that meets applicable standards in WAC 296-46B-010(17).

In 2017, WAC 296-46A-104 requirements are found in WAC 296-46B-010(16)-(22)

**WAC 296-46A-104 Traffic management systems.** (1) A traffic management system includes:

- (a) Traffic illumination systems.
- (b) Traffic signal systems.
- (c) Traffic monitoring systems.

(d) The electrical service cabinet and all related components and equipment installed on the load side of the service cabinet supplying electrical power to the traffic management system.

The department will perform the electrical inspection and acceptance of traffic management systems within its jurisdiction.

(2) The department recognizes that traffic signal conductors, pole and bracket cables, signal displays, and traffic signal controllers/cabinets and associated components used in traffic management systems are acceptable for the purpose of meeting the requirements of chapter 19.28 RCW provided they conform with the following applicable standards or are listed on the Washington state department of transportation (WSDOT) qualified products list.

- (a) WSDOT/APWA Standard Specifications and Plans.
- (b) WSDOT Design Manual.
- (c) International Municipal Signal Association (IMSA).
- (d) National Electrical Manufacturers Association (NEMA).
- (e) Federal Standards 170/Controller Cabinets.
- (f) Manual for Uniform Road, Bridge, and Municipal Construction.
- (g) Institute of Transportation Engineers (ITE).
- (h) Manual of Uniform Traffic Control Devices (MUTCD).

(3) Associated induction detection loop or similar circuits will be accepted by the department without inspection.

(4) For the licensing requirements of chapter 19.28 RCW, jurisdictions will be considered owners of traffic management systems when doing electrical work for other jurisdiction(s) under a valid interlocal agreement, as permitted by chapter 39.34 RCW. Interlocal agreements for traffic management systems must be filed with the department prior to work being performed for this provision to apply.

(5) Jurisdictions, with an established electrical inspection authority, and WSDOT may perform electrical inspection on their rights-of-way for each other by interlocal agreement. They may not perform electrical inspection on other rights-of-way except as allowed in chapter 19.28 or 39.34 RCW.

(6) Underground installations.

(a) In other than open trenching, raceways will be considered "fished" according to the NEC and do not require visual inspection.

(b) Inspections in open trenching will be conducted by the department within its jurisdiction. The electrical work permit purchaser must coordinate the electrical inspection. A written request (e.g., letter, e-mail, fax, etc.) for inspection, made to the department office having the responsibility to perform the inspection, must be made a minimum of two working days prior to the inspection need (e.g., two working days - 10:00 a.m. Tuesday request for a 10:00 a.m. Thursday inspection, excluding holidays and weekends).

If, after proper written request, the department fails to make an electrical inspection at the time requested, underground conduit may be covered after inspection by the local government jurisdiction's project inspector/designee. Written documentation of a local government jurisdiction inspection must be provided to the department when requested. Written documentation will include:

- (i) Date of inspection.
- (ii) Location.
- (iii) Installing firm.
- (iv) Owner.

(v) Type of conduit.

(vi) Size of conduit.

(vii) Depth of conduit.

(viii) Project inspector/designee name.

(7) Identification of traffic management system components. Local government jurisdictions or WSDOT may act as the certifying authority for the safety evaluation of components.

(a) An electrical service cabinet must contain only listed components. The electrical service cabinet enclosure is not required to be listed but will conform to subsection (2) of this section.

(b) The local government jurisdiction must identify, as acceptable, the controller cabinet with an identification plate. The identification plate must be located inside the cabinet and may be attached with adhesive.

(8) Conductors of different circuits in same cable, enclosure, or raceway.

All traffic management system circuits will be permitted to occupy the same cable, enclosure, or raceway without regard to voltage characteristics, provided all conductors are insulated for the maximum voltage of any conductor in the cable, enclosure, or raceway.

[Statutory Authority: RCW 19.28.031, 19.28.551, 19.28.010, 19.28.101, 19.28.171, 19.28.191, 19.28.251, 19.28.470, 19.28.490, 67.42.050, 2000 c 238 and chapter 19.28 RCW. 01-01-097, § 296-46A-104, filed 12/15/00, effective 1/18/01.]



**SOUNDTRANSIT**

**APPROVED**

**CERTIFICATION  
FILE NO.**

**0001001**

**LINK SYSTEMS ENGINEERING  
WAC 296-46A-092**

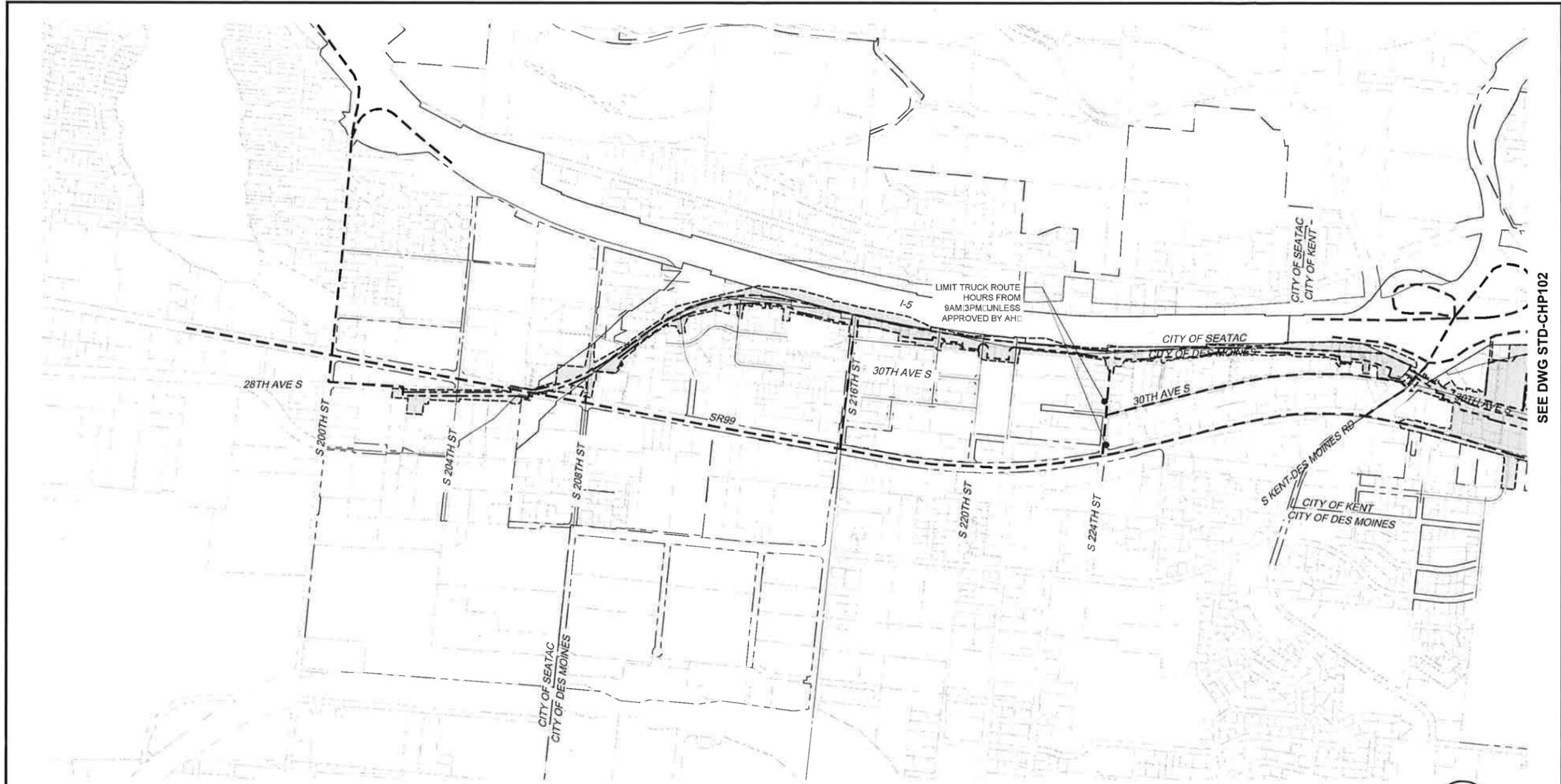
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**EXHIBIT M:**  
**APPROVED CONTRACTOR HAUL ROUTES**

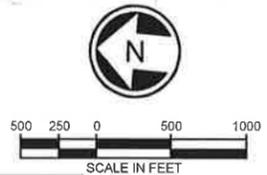
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SEE DWG STD-CHP102

**LEGEND:**  
 - - - - - POTENTIAL TRUCK AND HAUL ROUTES

- NOTES:**
1. SEE CONSTRUCTION STAGING AND ACCESS PLANS FOR TRUCK ROUTES INTO CONSTRUCTION AREAS.
  2. SEE TRACK, CIVIL, STRUCTURAL AND STATION PLANS FOR CONSTRUCTION DETAILS.
  3. THE CONTRACTOR WILL SECURE ALL HAUL ROUTE PERMITS FROM EACH LOCAL JURISDICTION.
  4. ACCESS TO/FROM I-5 REQUIRES WSDOT APPROVAL. SEE TCAL.



**PRELIMINARY ENGINEERING**      **NOT FOR CONSTRUCTION**

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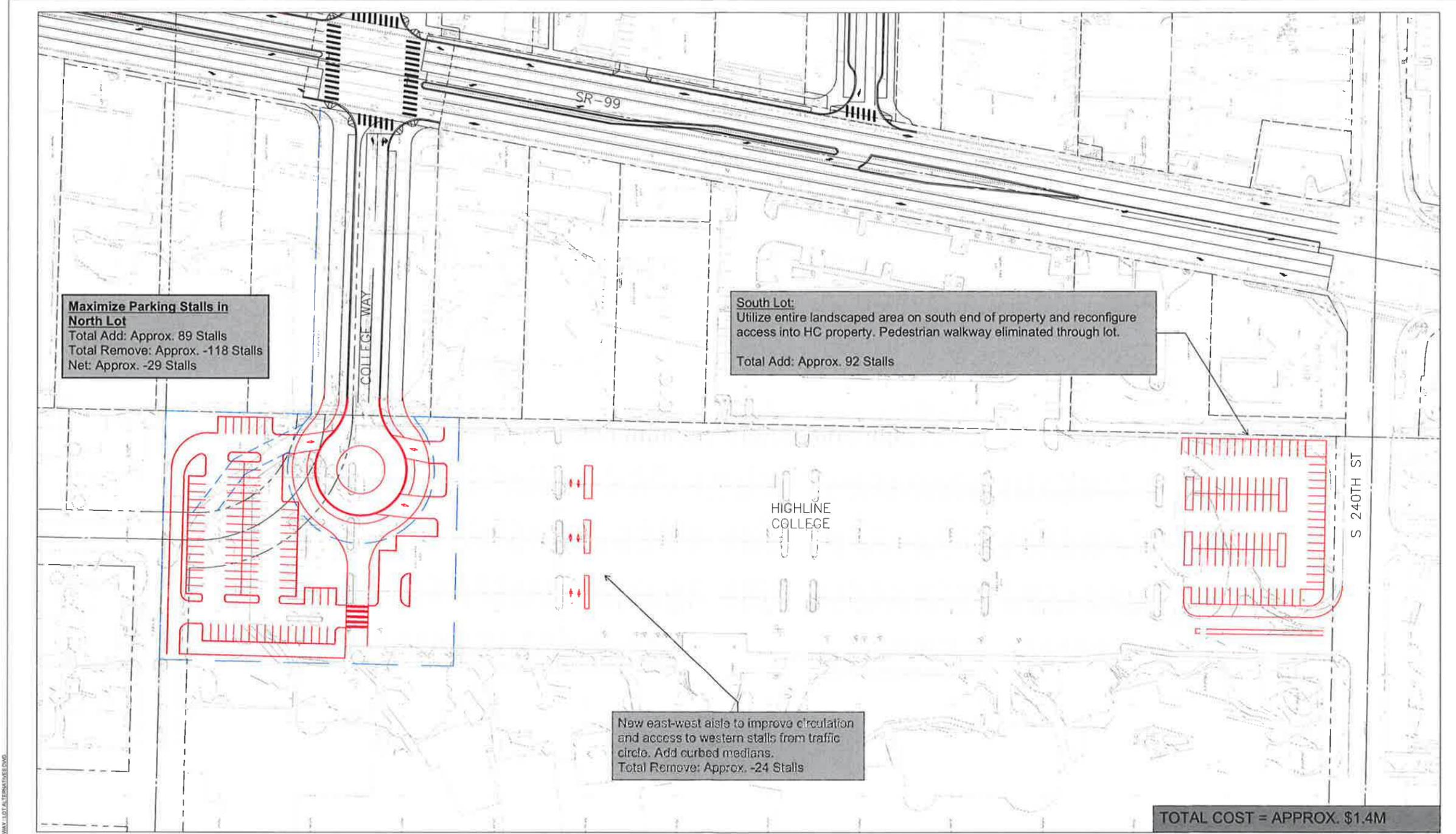
<b>CONCEPTUAL DESIGN DRAWINGS</b>					DESIGNED BY: G. GRIMALVA			LINE 15 AT FULL SCALE 	SCALE: 1"=500'	<b>FEDERAL WAY LINK EXTENSION          CONTRACT NUMBER 0009-17          REFERENCE</b>  POTENTIAL TRUCK HAUL ROUTES  ANGLE LAKE TO KENT DES MOINES RD	DRAWING No.: <b>STD-CHP101</b>
					DRAWN BY: B. HARRIS				FACILITY ID: L5.L10.L15		
					CHECKED BY: C. STEWART				SHEET No.: REV.		
					APPROVED BY: G. GRIMALVA				27(1)		
No.	DATE	DSM	CHK	APP	REVISION	SUBMITTED BY: EDWARD HERALD	DATE: 04/30/2010	REVIEWED BY: DAVID PETERS	DATE: 04/30/2010	CONTRACT No.: CN 0009-17	DATE: 4/30/2010

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**EXHIBIT N:**

**COLLEGE WAY CONNECTION PROJECT  
CONCEPTUAL DESIGN**

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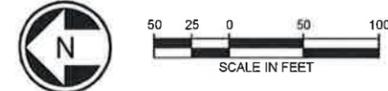


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**College Way Connection Project**  
 09/05/2018  
 CONCEPTUAL DESIGN

SOUND TRANSIT FEDERAL WAY LINK EXTENSION



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## COLLEGE WAY CONNECTION PROJECT SCOPE

### SCOPE:

#### North Parking lot improvements & Cul-de-sac:

- Demo existing parking lot paving, curbs, signs, gate, trees and clear & grub.
- New 3" asphalt paving over 6" gravel base, new concrete curbs and concrete sidewalk.
- Storm drainage water quality catch basins, manholes, detention pipe and storm drainage pipe.
- Landscaping and irrigation, light poles/fixtures and signs.

#### South Parking Lot Improvements & Curbed Medians:

- Demo existing parking lot paving, curbs, trees and clear & grub.
- Retain asphalt driving surface & curbs at existing entry/exit road.
- Install one catch basin & storm pipe. Install one light pole/fixture.
- New 3" asphalt paving over 6" gravel base.
- New concrete curbs at Medians only.
- Sales tax and permits included for the North & South parking.
- A 5% Design Allowance is included for the North & South parking.
- Design, CM and ST Admin. is included.

### EXCLUSIONS:

- Road work, curbs, sidewalk from 30 foot back of cul-de-sac.
- Concrete curbs, sidewalk, storm detention pipe and landscaping at the South parking lot.
- City Soft Costs, ROW.

### CITY FINANCIAL CONTRIBUTION:

- The City will pay Sound Transit one million four hundred thousand dollars. This is in addition to a credit from the City in the amount of \$104,000.

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**EXHIBIT O:**

**COLLEGE WAY CONNECTION PROJECT  
INTER-LOCAL AGREEMENT**

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**INTERLOCAL AGREEMENT  
BETWEEN THE CITY OF DES MOINES AND HIGHLINE COLLEGE  
for the  
COLLEGE WAY CONNECTION PROJECT**

This Interlocal Agreement (“Agreement”) is entered, by and between the CITY OF DES MOINES (“City”), a Washington municipal corporation and HIGHLINE COLLEGE, a Washington State Community and Technical College (“College”). Under the authority of RCW 39.34.030 and in consideration of the mutual covenants contained herein, the City and College do hereby agree as follows regarding the College Way Connection Project (“Project”).

**RECITALS**

WHEREAS, the City is a non-charter optional municipal code city organized under the laws of the State of Washington, with authority to enact laws and enter into interlocal and right-of-way agreements to promote the health, safety, and welfare of its citizens.

WHEREAS, Highline College is a state community college created pursuant to chapter 28B.50 RCW with power to enter into this agreement, except where noted.

WHEREAS, Chapter 39.34 RCW (“The Interlocal Cooperation Act”) permits municipal corporations and state agencies to contract with one another to perform any act that each is independently authorized to perform.

WHEREAS, the Growth Management Act (Chapter 36.70A RCW) requires that the City plan for and encourage high capacity transit facilities such as the Federal Way Link Extension (RCW 36.70A.020) and accommodate within the City such essential public facilities (RCW 36.70A.200).

WHEREAS, in November 2008, central Puget Sound area voters approved an extensive program of transportation projects to be implemented over the 15-year timeframe from 2009 – 2023 known as the Sound Transit 2 (ST2) Plan. Among other projects identified for implementation, ST2 included the extension of the Link light rail transit system from SeaTac to the cities of Kent and Des Moines which is now a portion of Sound Transit’s Federal Way Link Extension (FWLE). In November 2016, voters approved an additional program of transportation projects, known as the Sound Transit 3 (ST3) plan. The ST3 plan included, among other projects, the extension of the Link light rail transit system from its current terminus at the Angle Lake Station at S. 200<sup>th</sup> Street in the City of SeaTac to the City of Federal Way as part of the FWLE.

WHEREAS, the College Way Connection Project will develop the College Way street end and pedestrian access on Highline College from the light rail station and will be integrated into the FWLE project and College campus.

WHEREAS, The College and the City have signed a Letter of Concurrence which highlights the intent to connect the Kent Des Moines light rail station at South 236<sup>th</sup> Street and 30<sup>th</sup> Avenue South along South 236<sup>th</sup> Street and College Way to a street end just inside the current eastern edge of the College. The letter of Concurrence is included as Exhibit A to this Agreement.

WHEREAS, the City and College recognize the public benefits that will accrue to the City, College, and community from construction of the Project including a decrease in vehicular traffic and an increase in the travel mode split for transit.

WHEREAS, the Parties acknowledge that Sound Transit has completed extensive environmental analysis of the FWLE in accordance with the National and State Environmental Policy Act (NEPA and SEPA). Sound Transit completed the SEPA with the issuance of the Federal Way Link Extension Final Environmental Impact Statement on November 18, 2016. The Federal Transit Administration ("FTA") issued a Record of Decision (ROD) on March 6, 2017 and the Federal Highway Administration ("FHWA") issued a ROD on March 9, 2017 concluding the NEPA process.

WHEREAS, the City has completed environmental analysis of the Project in accordance with the State Environmental Policy Act (SEPA) and determined that no further SEPA review is required for the Project and associated parking lot improvements (Exhibit B).

WHEREAS, the Parties recognize the importance of connecting the light rail station to the College as part of the comprehensive program of regional transit improvements approved by voters and have mutually concluded that it is feasible to do so by 2024. Both parties will work in a collaborative effort to resolve any issues and risks to ensure that the College Way Connection Project is completed before Federal Way Link Extension project begins operations, currently projected for 2024.

WHEREAS, the parties anticipate that Sound Transit will procure the services of a Design Build Contractor to construct the College Way Connection Project, and that both the City and the College will contribute toward the cost of constructing the Project.

WHEREAS, the parties anticipate completion of the project will require that the City vacate certain public rights of way on the property held in trust on behalf of the College, as well as the City street right of way dedication and grant of a drainage easement by the State Board of Community and Technical Colleges (SBCTC).

**NOW THEREFORE**, in consideration of mutual promises and covenants and promises to set forth in this Agreement, and in the exercise of authority granted by the Interlocal Cooperation Act, Chapter 39.34 RCW, the Parties hereto agree to the terms and conditions as follows:

## **1.0 DEFINITIONS**

For purposes of this Agreement, the following terms, phrases, words, and their derivations will have the meaning herein given where capitalized; words not defined herein will 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 will be applicable to all genders whenever the sense requires. The words "will" and "shall" are mandatory and the word "may" is permissive. Reference to governmental entities, whether persons or entities, refer to those entities or their successors in authority. If specific provisions of law referred to herein are renumbered, then the reference will be read to refer to the renumbered provision. References to laws, ordinances or regulations will be interpreted broadly to

cover government actions, however nominated, and include laws, ordinances and regulations now in force or hereinafter enacted as amended.

- 1.1 Agreement. "Agreement" means this Interlocal Agreement approved by appropriate action of the City and College.
- 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 Design/Build Contractor. "Design/Build (or D/B) Contractor" means the entity or entities that will contract with Sound Transit to complete the design of the Project, as part of the FWLE, to obtain all remaining permits for the Project as part of the FWLE, and to construct the Project as part of the FWLE, all based upon a design/build procurement method.
- 1.4 Design Submittal. "Design Submittal" means a set of design documents for the Project that have been or will be submitted to the City for review as the Project moves through various review and approval processes. The different phases of design submittal are:
  - (a) "Preliminary Engineering (PE) Submittal" (30% Design Submittal) means the Design Submittal that was furnished to the City in 2017 prior to Sound Transit initiating a procurement process seeking the services of a Design/Build Contractor. These plans included conceptual design of the alignment. The City has already reviewed and provided written comment on this submittal. Sound Transit has provided a written response to the City indicating how the City's comments have been resolved.
  - (b) "Proposed Changes to the Preliminary Engineering Submittal" means a Design Submittal based on plans prepared as part of Sound Transit's Design/Build Contractor selection process. This submittal will include any design changes to the "Preliminary Engineering (PE) Submittal" initiated by the Design/Build Contractor including the College Way Connection Project during procurement and/or initiated by Sound Transit in preparing the RFP. This will be provided to the City for conceptual review.
  - (c) "60% Design Submittal" means a Design Submittal that presents the basic concept of a defined segment of the overall Project, including advanced detail on route alignment, utilities, urban design concepts, and other concepts required to define the intent of the Project. This will also include the incorporation of the identified resolution to the city review comments received on the "Preliminary Engineering (PE) Submittal".
  - (d) "90% Design Submittal" means a Design Submittal reflecting advanced design for a defined segment of the overall Project, so that all reviewers can comment on the overall scope of the Project prior to submittal of the Permit Submittal (100%). It shall include all scope of work. Items missing from design should be minor and documented to reviewers.
- 1.7 Permit Submittal (100% Design). "Permit Submittal" means a Design Submittal illustrating the entire scope of the work of a defined segment of the overall Project so that all reviewers can comment on the overall scope of the Project. This may include utility relocation improvements, new traffic signaling plans, grading and landscaping plans, and all work to be completed as part of the Project.

- 1.8 Issued for Construction. The IFC set of drawings will serve as the basis for construction activities and field inspections. It will incorporate any required corrections based on review of the Permit Submittal, upon which the Design-Build Contractor will rely in constructing the Project, including, but not limited to a complete set of construction plans, drawings, and specifications.
- 1.9 Federal Way Link Extension (FWLE). The extension of the Link light rail transit system from its current terminus at the Angle Lake Station at South 200<sup>th</sup> Street in the City of SeaTac to the City of Federal Way as part of the Federal Way Link Extension project.
- 1.10 Over-the-Shoulder Review. "Over-the-Shoulder Review" means the informal and ongoing review of evolving design concepts and plans developed during the Project construction phase.
- 1.11 Parties. "Parties" means the City of Des Moines and Highline College.
- 1.12 Project. "Project" or "Connection Project" means the College Way street end and pedestrian access to Highline College integrated into the FWLE project, and other parking lot and traffic circulation modifications as described and depicted in Exhibit C, attached and incorporated herein, and as approved by the City and College pursuant to the approvals described in this Agreement.
- 1.13 Sound Transit. "Sound Transit" means the Central Puget Sound Regional Transit Authority, and its Design Build (D/B) contractor.

## **2.0 COOPERATION AND GOOD FAITH EFFORTS**

- 2.1 Cooperation: The Parties understand and agree that the activities described in this Agreement depend upon timely and open communication and cooperation between the Parties. In this regard, communication of issues, changes, or problems that arise with any aspect of the work should occur as early as possible in the process. Each Party agrees to work cooperatively and in good faith toward resolution of any such issues.
- 2.2 Future Agreements: The Parties acknowledge that this Agreement may contemplate the execution and delivery of future agreements, documents, instruments, and permits, the final form and contents of which are not presently determined. This may include, but not limited to, requirements from the State Board of Community and Technical Colleges (SBCTC), or the Department of Enterprise Services (DES) for example. The Parties agree to provide the necessary resources and to work in good faith to develop the final form and contents of such documents, agreements, instruments, and permits, and to execute and deliver the same promptly.
- 2.3 Timely Review: The Parties will provide timely review by both dedicated and regular City and College staff or its consultants of all permit applications and design submittals necessary to complete the Project, subject to the City's applicable process and regulations.
- 2.4 Impact on College Operations: The City will exercise its reasonable best efforts to minimize impacts of construction activities upon current and future College operations. It is

acknowledged by the Parties that certain impacts on the campus during construction of the Project cannot be completely avoided.

### **3.0 PROJECT LOCATION AND ELEMENTS**

3.1 FWLE Project: As described in the FWLE's Final Environmental Impact Statement (EIS), the purpose of the FWLE is to expand the Sound Transit Link light rail system from the City of SeaTac to the cities of Des Moines, Kent, and Federal Way in King County to provide a rapid, reliable, accessible, and efficient alternative for travel to and from the corridor and other urban growth and activity centers in the region including Highline College. It would proceed generally within I-5 right-of-way to the FWLE's terminus in the City of Federal Way. The Kent Des Moines (KDM) Station plus two other new LRT stations will be constructed as part of the FWLE with associated improvements for parking, pedestrian, bicycle, bus and other access improvements. In the City of Des Moines, specific improvements to be included as part of the FWLE project include construction of College Way along with pedestrian and bicycle improvements. The FWLE project will also include the College Way Connection Project improvements on the Highline College campus, which will be addressed in this Agreement, and in a subsequent Development Agreement between the City and Sound Transit.

3.2 College Way Connection Project: The College Way Connection Project includes the construction improvements necessary for connecting the Kent Des Moines light rail station to the College campus, which is part of the comprehensive program of regional transit improvements approved by voters, and consistent with the FWLE FEIS. These improvements generally consist of a FWLE and City-funded street and street end round-about on College Way and associated drainage improvements located on the College Campus, along with College-funded pedestrian and bicycle facilities from the round-about street end through the parking lot to existing pedestrian and bicycle facilities on the eastern edge of the college Campus, and College-funded parking lot modifications to accommodate these street end and pedestrian and bicycle facilities and replace displaced parking. The Project is generally described and depicted in Exhibit C. It is understood that the number of parking spaces shown in Exhibit C are approximate, and the actual number of parking spaces is subject to change based on the Final Design considerations.

### **4.0 SEPA COMPLIANCE**

4.1 FWLE Project EIS: Sound Transit is the lead agency for SEPA compliance on the FWLE. In coordination with the City and other agencies with jurisdiction, Sound Transit has completed the substantive and procedural environmental review for the Project in accordance with SEPA requirements. The environmental review covers the City's issuance of permits for the FWLE Project as well as environmental mitigation, and the City will use and rely upon the existing environmental documents to satisfy its SEPA responsibilities, consistent with WAC 197-11-600.

4.2 College Way Connection Project: The Project (as described in Section 3.2) is consistent with comments received during the FWLE FEIS and is considered by the City to be design detail to complete traffic and pedestrian connections from South 236<sup>th</sup> Street/College Way to the College campus. In addition, the Project is consistent with the threshold determination of a Mitigated Determination of Nonsignificance (MDNS) issued on November 21, 2016 for the City Council-approved Highline College Master Plan which included access improvements from the KDM

Station and SR 99. The City of Des Moines has determined that SEPA requirements for the project have been satisfied with the completion of these two separate environmental processes, that all appropriate mitigation has been addressed, and that no additional environmental analysis is needed for this Project (Exhibit B).

## **5.0. PROJECT SCHEDULE**

The City commits to use its best efforts to ensure the project is completed efficiently and effectively and consistent with the expectations of the College and Sound Transit. The City will provide timely updates to the College on the Project Schedule as it evolves and based on input from Sound Transit and their D/B Contractor.

## **6.0 PROJECT REQUIREMENTS AND DEVELOPMENT STANDARDS**

- 6.1 Pre-Final PE: The City and College have determined that the Project as represented in the Pre-Final PE Submittal is generally well-designed. Furthermore, the Parties are aware of the Project schedule and the criticality of meeting schedule milestones to deliver the Project, as part of the FWLE Project, efficiently and effectively and consistent with expectations of the College and Sound Transit.
- 6.2 Development Standards: To the extent this Agreement does not establish or define development regulations or standards covering a certain subject, element, or condition, the Project will be governed by the City development standards and regulations in effect on July 1, 2018.
- 6.2.1 Signs: The project will include foundations/bases and conduits for accent lighting for two College signs on the northwest and southwest corners of SR 99, and a College sign in the center of the street end on the Campus subject to a College-prepared and City approved Comprehensive Signage Design Plan determination that addresses all signage for the campus. The requirements for the Comprehensive Signage Design process are included in Exhibit G. The College will be responsible to provide, install, and maintain the signs and any lighting on the ST provided foundations. Details for the envisioned College Signs are provided in Exhibit D.
- 6.2.2 Parking: The College will approve all East Parking Lot modifications, consistent with City standards.
- 6.2.3 Lighting: The College will specify and approve the final design of all East Parking Lot lighting improvements, consistent with City standards.
- 6.3 Codes in Effect: The codes and editions that will be used for the entirety of this Project's Design and Construction are specified in the City's Development Agreement with Sound Transit that will be issued to Sound Transit's D/B Contractor and is incorporated by reference into this Agreement.
- 6.4 Right-of-Way (ROW) Vacation and Dedication: The State Board of Community and Technical College holds the project site in trust on behalf of the College. The College agrees to fully support and endorse a determination by the SBCTC to dedicate ROW required for the Project and support and endorse the grant of an associated drainage easements by the SBCTC to the City for the FWLE

([Exhibit E](#)), and in return the City agrees to vacate the former historic County ROW in the Project area ([Exhibit F](#)). When constructed, the College will fully support and endorse a proposal to the SBCTC that the street end on the College Campus become part of the City maintained ROW and street system. See Section 11.

- 6.5 **Property Access for Construction.** The City will provide access rights to Sound Transit for all property needed for staging and construction of the College Way Connection Project with 90 days' notice at no cost to Sound Transit. Construction staging for that portion of College Way that is located east of Highline College shall not occur on the College campus unless specifically allowed by the College.
- 6.6 **Construction Window/Schedule.** Sound Transit's Design-Build Contractor (D-B) will have access to the College Campus annually from June 1 to September 15. All construction activities on the College Way Connection Project must be completed within this window, unless otherwise approved in advance by the City.
- 6.7 **Project Inspection.** Inspection will be done in accordance with permit conditions established in accordance with DMMC 12.05.140 in coordination with Sound Transit and College inspectors.
- 6.8 **Ownership and Maintenance.** The City and/or College will accept ownership and maintenance responsibility for those improvements upon substantial completion of the College Way Connection Project element of the Federal Way Link Extension in accordance with Section 3.09B of the FWLE D-B General Conditions.
- 6.9 **Construction Completion Date.** Sound Transit shall complete construction of the College Way Connection Project prior to substantial completion of the Federal Way Link Extension Project unless otherwise mutually agreed by the Parties.
- 6.10 **Project Costs and Contributions:** Provided that the SBCTC approves the dedication of the ROW and easements required for the Project as described in [Exhibit C](#) at no cost to the City, the College will contribute \$900,000 as its share of the estimated \$1,400,000 Project cost for the project described in [Exhibit C](#). If the SBCTC does not approve the dedication of the ROW and easements required for the Project as described in [Exhibit C](#) at no cost to the City, the City is not legally able to contribute toward the Project, and the College will be responsible for the full Project cost of \$1,400,000.

The College contribution and estimated project cost identified for this option are consistent with the project described in [Exhibit C](#). This has all new parking areas to be constructed under this agreement on the College campus as paved with asphalt.

The College is not responsible for costs in excess of \$900,000 or \$1,400,000 (respective of the SBCTC decision) unless the excess cost is due to one or more change orders requested by the College and agreed to by the City and Sound Transit, in which case the excess cost will be paid by the College.

**6.11 Schedule for Project Decisions and Contributions:**

Provided that the SBCTC approves the dedication of the ROW and easements required for the Project as described in Exhibit C at no cost to the City, the College will make payments to the City as follows:

Payment 1: N/A.

Payment 2: Four hundred fifty thousand dollars (\$450,000) due upon Sound Transit's Notice of Substantial Completion of the College Way Connection Project construction and the project is open to public use.

Payment 3: Four hundred fifty thousand dollars (\$450,000) due when Notice of Final Acceptance is issued by Sound Transit for the College Way Connection Project as defined in Exhibit C and the City accepts the right of way improvements.

If the SBCTC does not approve the dedication of the ROW and easements required for the Project as described in Exhibit C at no cost to the City, the College will make payments to the City as follows:

Payment 1: Five hundred thousand dollars (\$500,000) due December 31, 2020.

Payment 2: Four hundred fifty thousand dollars (\$450,000) due upon Sound Transit's Notice of Substantial Completion of the College Way Connection Project construction and the project is open to public use.

Payment 3: Four hundred fifty thousand dollars (\$450,000) due when Notice of Final Acceptance is issued by Sound Transit for the College Way Connection Project as defined in Exhibit C and the City accepts the right of way improvements.

**7.0 PERMITTING, DESIGN REVIEW AND INSPECTION**

**7.1 Permitting:** The City will coordinate with the College before issuing any permits to Sound Transit for the Project.

**7.2 Design Review:** The City will participate in on-going Over-the-Shoulder reviews throughout the design process of the Sound Transit's D/B Contractor. City participation will be facilitated by the City's Project Liaison, who will be co-located at the FWLE Project job office and whose primary function it will be to identify and resolve issues to support the design process and development of plans that satisfy the City's permitting requirements. The City's Project Liaison will also serve as the agent for the College during this process. If required, the College and the City will negotiate and execute a separate Liaison agreement for activities the City provided to the College beyond the scope of this Agreement.

- (a) One or more permitting packages will be submitted with 100% Construction Document Submittal for the subject project element depending on phasing. The Parties have committed to make a good faith effort to review the permitting submittal within approximately 10 business days, unless a mutually agreed-upon alternative timeframe is determined with Sound Transit. After the City's and College's review of the 100%

Construction Document Submittal, Sound Transit's D/B Contractor will convene a meeting with the City, College and Sound Transit to discuss how issues have been resolved.

- (b) The Parties contemplate that the ongoing, collaborative FWLE Over the Shoulder review (see Section 7.3) will keep the City's Project Liaison apprised of the latest developments in the design. The City's Project Liaison will coordinate review required by other City and College staff as a means of seeking informal feedback from the City and the College. To the extent that disputes arise about how a design correction should be resolved or whether a design correction is appropriate, the Parties will use the dispute resolution process in Section 14.

- 7.3 Project Administration: The City will assign a City staff contact as the City Project Liaison. The City Project Liaison will provide central coordination of all Design Submittal reviews and comments from all involved City and College Departments and will be an effective and empowered conduit between Sound Transit and other City and College staff.

The College Director of Facilities and Operations will serve as the College Project Liaison for Project administration with the City. The College Project Liaison will also be responsible for identifying and disclosing to the City as soon as practicable any other College projects or proposals that have the potential to conflict or interfere with the expeditious design and construction of the Project. The City Project Liaison will then be responsible to forward this information to Sound Transit and their D/B Contractor.

- 7.4 Project Permitting Plan: The City's Development Agreement with Sound Transit anticipates that Sound Transit will require its D/B Contractor to develop and submit a Permitting Plan as one of the earliest critical activities. This plan will be reviewed and developed with input from the City and College. Sound Transit and the City will work cooperatively to develop a final Permitting Plan that is implementable by Sound Transit and/or the D/B Contractor and support City and College operations.

- 7.5 Permits and Licenses. The City will be responsible to ensure the Project secures and maintains in effect, all federal, state, and local permits and licenses required for the construction of the College Way Connection, including, without limitation, health, environmental, and communication permits and licenses.

- 7.6 Non-Interference. Subject to its relationships with and responsibilities to the SBCTC, the College will 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.

- 7.7 Inspection:

- (a) For the Project constructed by Sound Transit's D/B Contractor, but which will be owned and maintained by the City following completion of construction or those components that abut, cross, or reside in City Right of Way, the City will do on site review and inspection of work performed by the D/B Contractor. These components include but

are not necessarily limited to: street lighting standards, traffic signal poles and signal boxes, streets, sidewalks, curbs and gutters, drainage facilities, and other infrastructure as deemed appropriate. The College may participate in these reviews and inspections at their discretion.

- (b) The Parties have identified conceptually the infrastructure for which they will respectively have inspection and acceptance responsibilities. Exhibit C depicts this concept. However, both Parties recognize the limitations of this conceptual plan and intend that it will be used conceptually and not to limit their mutual responsibilities to cooperate to deliver the Project in a safe, efficient, and timely manner.

## **8.0 CONSTRUCTION**

8.1 D/B Contractor Mitigation Plans: The City expects that Sound Transit will require the D/B Contractor to develop mitigation and other plans that conform to City requirements including the following: Transportation Management Plan, Maintenance of Traffic Plan, Construction Noise and Vibration Mitigation Plan, Construction Outreach and Communication Plan. These plans will be submitted by the City to the College for review and comment prior to their acceptance by Sound Transit.

8.2 Contractor Work Hours: The Parties acknowledge that Sound Transit's D/B Contractor may propose work outside of the City's and College's standard permissible days and/or hours for construction. In the event such a proposal is received by Sound Transit from their D/B Contractor, the City's Project Liaison will facilitate the process of coordinating College work days, work hours, and/or noise variance, as appropriate. Sound Transit and the College understand that such requests may be conditioned or denied by the City.

## **9.0 MINOR REVISIONS TO PROJECT APPROVALS**

The City Public Works Director or designee is authorized to approve minor revisions to the Project that are necessary and generally consistent with this Agreement and the City's street design and construction standards. Such approvals and/or minor revisions will include oversight of the ST D/B contractor including: any revisions within the scope and intent of the original Project approvals, right of way dedication and recording, design review and approval, substantial project completion, physical completion, and/or any revisions within the scope of the Project environmental documents.

## **10.0 UTILITY RELOCATION**

The College acknowledges that the relocation of utilities outside of the identified Project area (Exhibit C) may be needed to facilitate the improvements. If the need for such utility relocations becomes necessary, the College agrees to enter into separate agreements with utility providers as needed regarding the relocation of their facilities outside the Project area.

## **11.0 OPERATION AND MAINTENANCE RESPONSIBILITIES FOR IMPROVEMENTS CONSTRUCTED UNDER THE AGREEMENT**

- 11.1 **Responsibilities:** Unless otherwise described in this section, upon completion and acceptance of the Project by the Parties, the City will be responsible for ownership and maintenance of the improvements in the College Way ROW, and the stormwater facilities located in dedicated easement areas on the College campus. The SBCTC will be responsible for ownership of all other improvements on the campus property. The College will be responsible for maintenance of all other improvement on the campus property.
- 11.2 **Highline College Signing:** The City will permit the College to install and maintain illuminated monument signs within the College Way ROW, under a Right-of-Way Use Permit. The permit may also include provisions for landscaping within the round-about street end. Under its Development Agreement with the Sound Transit, Sound Transit will include the installation of two monument signs bases, and associated lighting in the College Way ROW adjacent to SR 99 as part of the FLWE Project, consistent with the urban design elements for the Kent Des Moines Station area. Sound Transit will also include a base and conduit pathway to the center of the Round-about at the end of College Way to facilitate lighting of a Highline College Sign. These three signs, along with other signing for the Highline Campus, will be part of a Comprehensive Design Plan Determination expected to be submitted by the College to the City by December 2018.

## 12.0 LIABILITY, INDEMNIFICATION

- 12.1 **Indemnification by the College:** The College hereby agrees to indemnify, defend, and hold the City harmless from all claims, demands, suits, actions, damages, recoveries, judgments, costs, or expenses, including, without limitation, reasonable attorney fees, paid by the City and arising or resulting from the negligent acts or omissions of the College.
- 12.2 **Indemnification by the City:** The City hereby agrees to indemnify, defend, and hold the College harmless from all claims, demands, suits, actions, damages, recoveries, judgments, costs, or expenses, including, without limitation, reasonable attorney fees, paid by the College and arising or resulting from the negligent acts or omissions of the City.
- 12.3 **Notice of Claims:** The party seeking indemnification will give the indemnifying party prompt notice of any claims directly affecting the party seeking indemnification about which it is aware the project. The City and College will cooperate fully with one another in the defense of any claim. The indemnifying party will not settle any claim directly affecting the party seeking indemnification without the prior written consent of the party seeking indemnification, which consent will not be unreasonably withheld.

## 13.0 INSURANCE

The City warrants that under its Development Agreement with the Sound Transit, Sound Transit, at its sole expense, is required to obtain and maintain during the entire term of this Agreement an

appropriate program of commercial insurance, self-insurance or any combination thereof in amounts and types sufficient to satisfy its liabilities. The Development Agreement further provides that, when commercial insurance is utilized, Sound Transit will name the City and College as Additional Insureds in accordance with insurer underwriting practices, and Sound Transit insurance policies will be primary and non-contributory to any coverage maintained by the City and the College. When commercial insurance is used, coverage will include: (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.

#### **14.0 DISPUTE RESOLUTION**

14.1 Dispute Escalation: The Parties agree to use their best efforts to resolve disputes arising out of or related to this Agreement using good faith negotiations at the lowest level by engaging in the following dispute escalation process should any such disputes arise:

- (a) Level One - The College's Director of Facilities and Operation and the City's Project Liaison will 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, either party may refer the dispute to Level Two.
- (b) Level Two - The College's Director of Facilities and Operations and the City's Public Works Director or Chief Strategic Officer as appropriate will 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.
- (c) Level Three - The College's President or Designee, and the City Manager or Designee will 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 Three, either party may refer the dispute to mediation.

14.2 If Dispute Resolution Fails: 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 will agree to mediation. At all times prior to resolution of the dispute, the Parties will 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.

#### **15.0 DEFAULT**

No party will 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 will specify the nature of the alleged default and the way the default may be cured satisfactorily. If the nature of the alleged default is such that it cannot be reasonably cured within the thirty (30) day period, then commencement of the cure within such period and the diligent prosecution

to completion of the cure will be deemed a cure. Any party not in default under this Agreement will have all rights and remedies provided by law including without limitation damages, specific performance or writs to compel performance or require action consistent with this Agreement. The prevailing party, or the substantially prevailing party if no one party prevails entirely, will be entitled to reasonable attorney fees and costs.

## **16.0 REMEDIES; ENFORCEMENT**

16.1 Remedies: If dispute resolution is reasonably determined to be futile or otherwise fails, the Parties reserve the right to exercise all the following remedies, singly or in combination, in the event the other violates any provision of this Agreement:

- (a) Commencing an action at law for monetary damages;
- (b) Commencing an action for equitable or other relief; and
- (c) Seeking specific performance of any provision that reasonably lends itself to such remedy.

16.2 Remedy Considerations: In determining which remedy or remedies for 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 breaching party has a history of previous violations of the same or similar kind, and such other considerations as are appropriate under the circumstances. Remedies are cumulative; the exercise of one will not foreclose the exercise of others.

---

16.3 Failure to Enforce Prompt Compliance: Neither party will be relieved of any of its obligations to comply promptly with any provision of this Agreement by reason of any failure by the other party to enforce prompt compliance, nor will such failure to enforce constitute a waiver of rights or acquiescence in the other party's conduct.

## **17.0 TERM; TERMINATION**

This Agreement will be effective as of the date the last party signs. Unless sooner terminated pursuant to the terms hereof, this Agreement will remain in effect for six years after completion and final acceptance of the Project.

## **18.0 COVENANTS AND WARRANTIES**

18.1 City Warranties: By execution of this Agreement, the City warrants:

- (a) That the City has the full right and authority to enter into and perform this Agreement and any permits that 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 its charter or by-laws, or any law, regulation or agreement by which it is bound or to which it is bound or to which it is subject; 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.

18.2 College Warranties: By execution of this Agreement, the College warrants:

(a) That Highline College has full right and authority to enter into and perform this Agreement in accordance with the terms hereof, except the authority to dedicate the ROW per Exhibit C, and by entering into or performing under this Agreement, Highline College is not in violation of any of its agency governance rules, or 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 the College has been duly authorized by all requisite College action, that the signatories for the College hereto are authorized to sign this Agreement, and that the joinder or consent of any other party, including a court or trustee or referee, is not necessary to make valid and effective the

## 19.0 **ASSIGNABILITY; BENEFICIARY**

19.1 Binding Agreement: This Agreement will be binding upon and inure to the benefit of the Parties hereto and their respective successors or assignees.

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

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

**20.0 DESIGNATED REPRESENTATIVES**

20.1 Designated Representatives: To promote effective intergovernmental cooperation and efficiencies, the Parties each designate a representative ("Designated Representative") who will be responsible for coordination of communications between the Parties and will act as the point of contact for each party. The Designated Representatives will be responsible for the performance of the objectives of this Agreement.

Designated Representatives and Contact Information during Construction/Operations:

HIGHLINE COLLEGE  
Michael Pham  
Vice President, Administration  
Highline College  
2400 S. 240<sup>th</sup> St  
Des Moines, WA 98198  
(206) 592-3701  
[mpham@highline.edu](mailto:mpham@highline.edu)

CITY OF DES MOINES  
Daniel J. Brewer, PE, PTOE  
Chief Operations Officer  
City of Des Moines  
21630 11<sup>th</sup> Ave S  
Des Moines, WA 98198  
(206) 870-5681  
[dbrewer@desmoineswa.gov](mailto:dbrewer@desmoineswa.gov)

20.2 Responsibilities: Each Designated Representative is also responsible for coordinating the input and work of its agency, consultants, and staff as it relates to the objectives of this Agreement. The Parties reserve the right to change Designated Representatives, by written notice to the other party during the term of this Agreement.

**21.0 NOTICE**

Unless otherwise provided herein, all notices and communications concerning this Agreement will be in writing and addressed to the Designated Representative. Any party at any time by written notice to the other party may designate a different address or person to which such notice or communication will be given. Unless otherwise provided herein, all notices will be either: (i) delivered in person, (ii) deposited postage prepaid in the certified mails of the United States, return receipt requested, (iii) delivered by a nationally recognized overnight or same-day courier service that obtains receipts, or (iv) delivered electronically to the other party's Designated Representative as listed herein.

**22.0 GENERAL PROVISIONS**

22.1 Unreasonable Withholding: The Parties will not unreasonably withhold requests for information, approvals or consents provided for in this Agreement. The Parties agree to take further actions and execute further documents, either jointly or within their respective powers and authority, to implement the intent of this Agreement. The City and College agree to work cooperatively with each other to achieve the mutually agreeable goals as set forth in this Agreement.

- 22.2 **Interpretation:** This Agreement will be interpreted, construed and enforced in accordance with the laws of the State of Washington. Venue for any action under this Agreement will be King County, Washington.
- 22.3 **Time is of the Essence:** Time is of the essence in every provision of this Agreement. Unless otherwise set forth in this Agreement, the reference to "days" will mean calendar days. If any time for action occurs on a weekend or legal holiday, then the time will be extended automatically to the next business day.
- 22.4 **Rights of Action:** This Agreement is made and entered into for the sole protection and benefit of the Parties hereto and their successors and assigns. No other person will have any right of action based upon any provision of this Agreement.
- 22.5 **Ambiguity:** This Agreement has been reviewed and revised by legal counsel for all parties and no presumption or rule that ambiguity will be construed against the party drafting the document will apply to the interpretation or enforcement of this Agreement. The Parties intend this Agreement to be interpreted to the full extent authorized by applicable law including the requirements of RCW 39.34.030.
- 22.6 **Cost Responsibility:** Each Party will be responsible for its own costs, including legal fees, incurred in negotiating or finalizing this Agreement, unless otherwise agreed in writing by the Parties.
- 22.7 **Events Beyond Parties Control:** The Parties will not be deemed in default with provisions of this Agreement where performance was rendered impossible by war or riots, civil disturbances, floods or other natural catastrophes beyond its control; the unforeseeable unavailability of labor or materials; or labor stoppages or slowdowns, or power outages exceeding back-up power supplies. This Agreement will not be revoked, or a party penalized for such noncompliance, provided that such party takes immediate and diligent steps to bring itself back into compliance and to comply as soon as practicable under the circumstances without unduly endangering the health, safety, and integrity of both parties' employees or property, or the health, safety, and integrity of the public, Public Right-of-way, public property, or private property.
- 22.8 **Agreement Amendments:** This Agreement may be amended only by a written instrument executed by each of the Parties hereto. No failure to exercise and no delay in exercising, on the part of any party hereto, any rights, power or privilege hereunder will operate as a waiver hereof, except as expressly provided herein.
- 22.9 **Agreement Entirety:** This Agreement constitutes the entire agreement of the Parties with respect to the subject matters hereof, and supersedes all prior negotiations, oral and written, understandings and agreements with respect hereto.

22.10 Section Headings: Section headings are intended as information only and will not be construed with the substance of the section they caption.

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

**23.0 SEVERABILITY**

In case any term of this Agreement will 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 will in any way be affected thereby.

**IN WITNESS WHEREOF**, each of the parties has executed this Agreement by its authorized representative.

**HIGHLINE COLLEGE**

By: John R. Mosky  
\_\_\_\_\_, President

Date: 9-24-18

Authorized by Resolution No. \_\_\_\_\_

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Bruce Marvin, Assistant Attorney General

**THE CITY OF DES MOINES**

By: Michael Mathias  
\_\_\_\_\_, City Manager

Date: 12-11-18

Approved by the Des Moines City Council in  
open Public Meeting on 7-26-2018.

**APPROVED AS TO FORM:**

By: Tim George  
\_\_\_\_\_, City Attorney

**EXHIBIT LIST**

Exhibit A: Letter of Concurrence, College Way Street End, January 29, 2018

Exhibit B: SEPA Review of College Way Connection Project, April 19, 2018.

Exhibit C: Street End, Parking Lot, Pedestrian and Bicycle Facilities, and Drainage Improvement

Exhibit D: College Sign Details

Exhibit E: ROW to Be Dedicated to the City

Exhibit F: Historic County ROW to Be Vacated

Exhibit G: Comprehensive Sign Permit Requirements

**Exhibit A**



January 29, 2018

Michael Pham  
 Vice President, Administration  
 Highline College  
 2400 S. 240<sup>th</sup> St  
 Des Moines, WA 98198

Subject: FWLE Letter of Concurrence – College Way Street End

Dear Mr. Pham,

The purpose of this letter of concurrence (LOC) is to document the agreement in principle made between Highline College (College) and the City of Des Moines (City) relating to the design coordination, capital cost responsibility and allocation, real estate, environmental review, scheduling and the project management approach that will be used to design and build the College Way Connectivity Improvements consisting of roadway terminus and parking lot improvements on the Highline College campus. These improvements are consistent with comments received during the FWLE project EIS process and the City-approved Highline College Master Plan.

This LOC does not bind the College or the City to specific actions or decisions regarding either the FWLE project or the College Way Connectivity Improvements, but rather provides a framework for negotiating in good faith to complete the final terms and conditions to be contained in a Development Agreement (DA) between the City and College regarding:

- dedication of the required street end right of way to construct a round-about, and
- vacation of historic undeveloped road right of way, and
- drainage easements to construct a storm water conveyance system to connect with the City of Des Moines Storm Water System in the vicinity of 28<sup>th</sup> Avenue South in the East Parking Lot, and
- Highline College traffic impact and parking exception request.

The final DA shall incorporate by reference the to-be-approved Development Agreement between the City of Des Moines and Sound Transit.

*The Waterland City*

Mr. Michael Pham  
Page Two  
January 29, 2018

Please find attached, the Conceptual Design, College Way Street End proposed by the City and ST staff. The City of Des Moines will be responsible for costs associated with construction of the College Way Connectivity Improvements indicated in Exhibit A, highlighted in blue. Highline College will be responsible for costs associated with construction of any desired parking facilities or parking lot circulation not directly associated with the Connectivity Improvements. Cost sharing estimates will include soft costs and are the responsibility of each agency. Agreed upon cost estimates will be the basis of the DA rather than a proration of the final Design Build Lump sum contract amount. Each agency is responsible for change orders associated with their area of responsibility. The DA will address any unanticipated contamination conditions that may be encountered and detailed procedures for management of contaminated materials disturbed during construction.

The parties to this LOC acknowledge that the final Development Agreement will be subject to review and approval by the City of Des Moines City Council, the Highline College Board of Trustees, the State Board of Community and Technical Colleges, and until the transfer of the land title to the college, the Department of Natural Resources.

If you agree, please sign and return this Letter of Concurrence. The City will then draft a DA for the College's review and approval and incorporate the elements of this Letter into its DA with Sound Transit.

Sincerely,



Daniel J. Brewer PE, PTOE  
Chief Operations Officer  
City of Des Moines

Concurrence:  
Highline College

By:   
1 Jan 29, 2018

Michael Pham, Vice President, Administration  
Highline College

Enclosure: Conceptual Design, College Way Connectivity Improvements

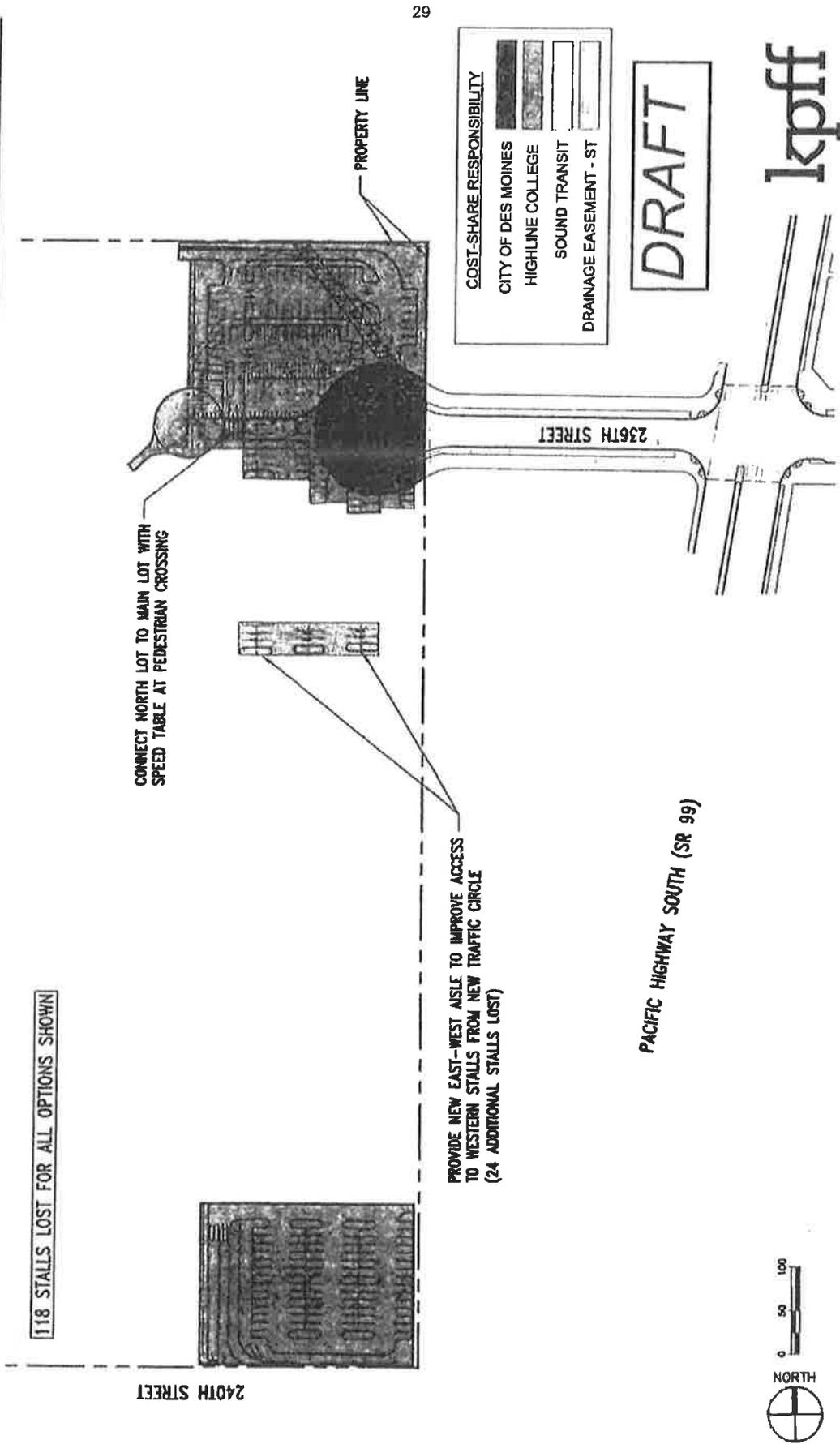
Cc: Brandon Carver, Public Works Director  
City of Des Moines

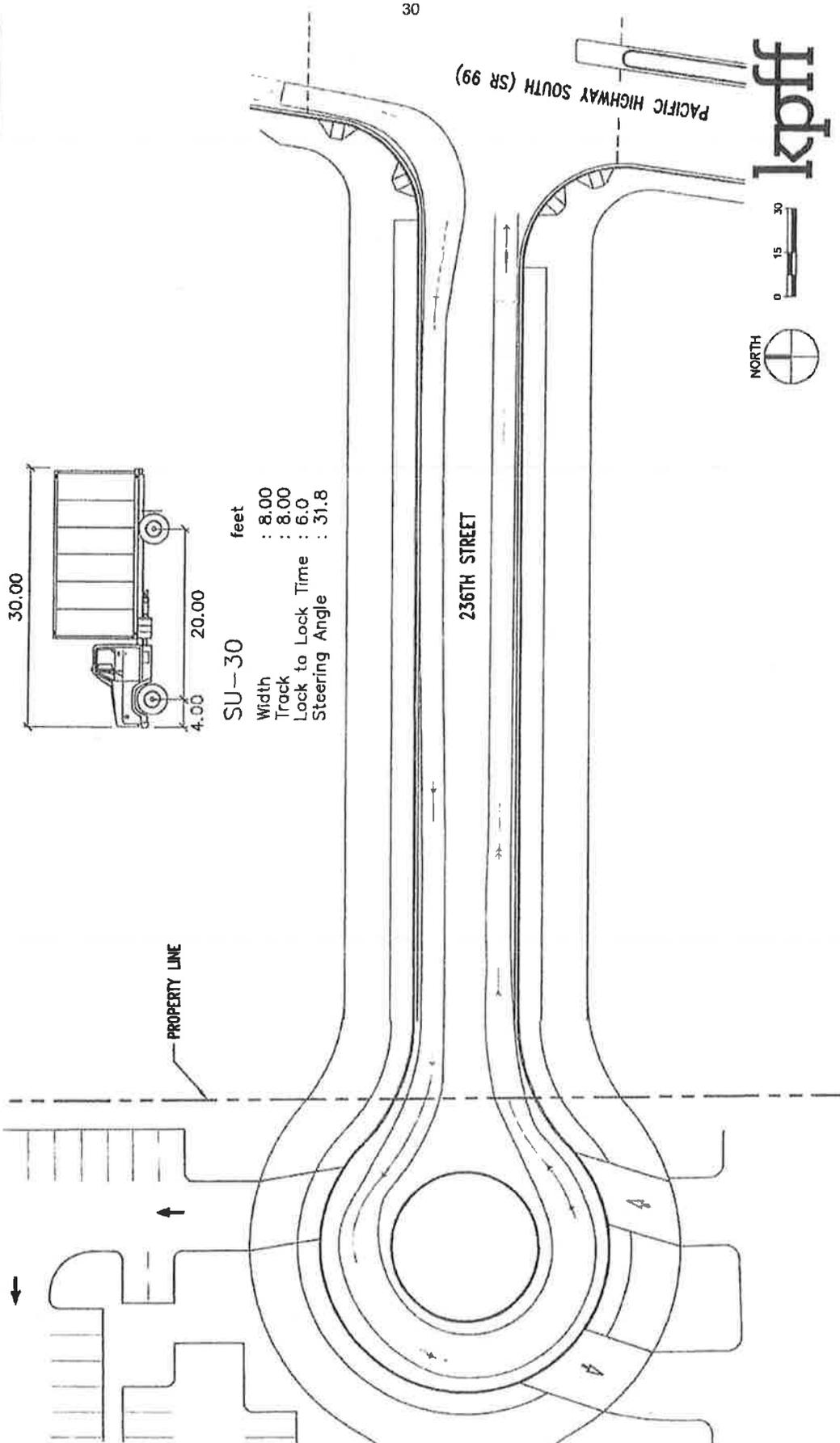
*The Waterland City*

High-Level Cost Estimate: 236th Lane & Highline College (HC) Property Improvements  
MLarson 10/17/2017

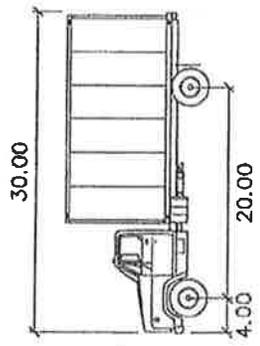
Highline College and S 236th Lane Improvements Cost Estimate	HC Property Parking + Roundabout (KPF Estimate)	Roundabout (\$ 236th Lane west of HC Property Line)	HC Property Parking Only (Purple-Blue)	236th Lane (East of HC Property Line)
Civil Roadway Improvements	\$ 414,300	\$ 199,749	\$ -	\$ 1,027,036
Demolition	\$ 121,000	\$ 59,849	\$ -	\$ 90,847
Drainage	\$ 513,000	\$ 100,000	\$ -	\$ 400,000
Landscaping	\$ 83,000	\$ 40,000	\$ -	\$ 40,000
<b>Subtotal</b>	<b>\$ 1,131,300</b>	<b>\$ 399,598</b>	<b>\$ -</b>	<b>\$ 1,557,883</b>
<b>Mobilization (8%)</b>	<b>\$ 90,504</b>	<b>\$ 31,968</b>	<b>\$ -</b>	<b>\$ 124,631</b>
<b>Contingency (30%)</b>	<b>\$ -</b>	<b>\$ 119,879</b>	<b>\$ -</b>	<b>\$ 467,365</b>
<b>Contingency - KPF Estimate (15%)</b>	<b>\$ 169,695</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Total</b>	<b>\$ 1,391,499</b>	<b>\$ 551,445</b>	<b>\$ 840,054</b>	<b>\$ 2,149,878</b>
<b>Cost-Share Responsibility</b>	<b>City of Des Moines &amp; Highline College</b>	<b>City of Des Moines</b>	<b>Highline College</b>	<b>Sound Transit</b>

		Opinion of Probable Cost Worksheet			
		Project	HC 236th Entrance	By	Dan Veidee
		Location	Des Moines WA	Date	6-Sep-18
		Client	Highline College		
<b>Site Preparation</b>					
Description	QTY	Unit	Unit Price	Cost	
Surveying	1	LS	\$30,000.00	\$30,000.00	
Site Demolition	1	LS	\$40,000.00	\$40,000.00	
TESC	1	LS	\$15,000.00	\$15,000.00	
Common Excavation	2,000	CY	\$18.00	\$36,000.00	
<b>Subtotal for Site Preparation</b>				<b>\$121,000.00</b>	
<b>Utilities</b>					
Description	QTY	Unit	Unit Price	Cost	
Stormwater Flow Control structure	1	EA	\$2,500.00	\$2,500.00	
Stormwater Detention Pipe	1	LS	\$146,000.00	\$146,000.00	
Structure Excavation	3,600	CY	\$50.00	\$180,000.00	
Water Quality Catch Basins	6	EA	\$20,000.00	\$120,000.00	
8" SD pipe	600	LF	\$75.00	\$45,000.00	
Manhole	5	EA	\$3,900.00	\$19,500.00	
<b>Subtotal for Utilities</b>				<b>\$513,000.00</b>	
<b>Pavement</b>					
Description	QTY	Unit	Unit Price	Cost	
Pavement, HMA CL 1/2 IN	950	TN	\$160.00	\$152,000.00	
Mineral aggregate Type 1	1,900	TN	\$42.00	\$79,800.00	
Curb and gutter	2,500	LF	\$23.00	\$57,500.00	
Concrete Pavement	2,000	SY	\$60.00	\$120,000.00	
Pavement markings	1	LS	\$5,000.00	\$5,000.00	
<b>Subtotal for Pavement</b>				<b>\$414,300.00</b>	
<b>Site Amenities</b>					
Description	QTY	Unit	Unit Price	Cost	
Landscaping & Irrigation	8,500	SF	\$6.00	\$51,000.00	
Light poles	6	EA	\$5,000.00	\$30,000.00	
Signs	1	LS	\$3,000.00	\$3,000.00	
<b>Subtotal for Site Amenities</b>				<b>\$84,000.00</b>	
<b>Subtotal</b>				<b>\$1,132,300.00</b>	
Mobilization (8%)				\$90,584.00	
Contingencies (5.5%)				\$62,276.50	
Escalation (10%)				\$113,230.00	
<b>Total</b>				<b>\$1,398,390.50</b>	
<b>Assumptions:</b>					
1. Soft costs including Washington State sales tax, Highline College administrative costs, permit fees and design fees are not included in this estimate.					
2. Unit prices derived from 2015 SDOT unit cost report, and current WSDOT unit bid tabulation standards.					
3. Cost estimate only includes the proposed work on the Highline College Campus. All work in the public right-of-way is not included in this estimate.					





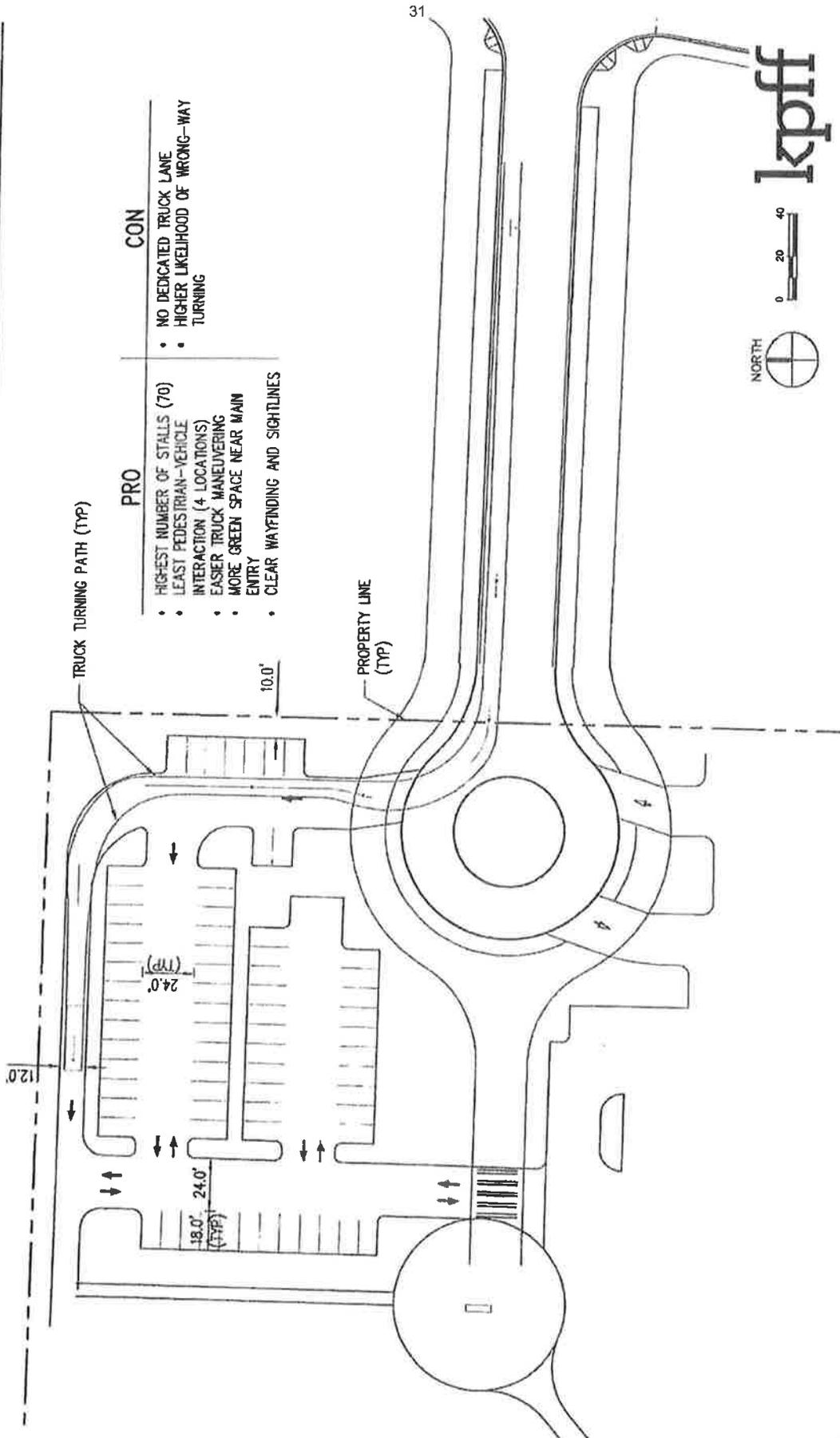
	feet
SU-30	
Width	: 8.00
Track	: 8.00
Lock to Lock Time	: 6.0
Steering Angle	: 31.8

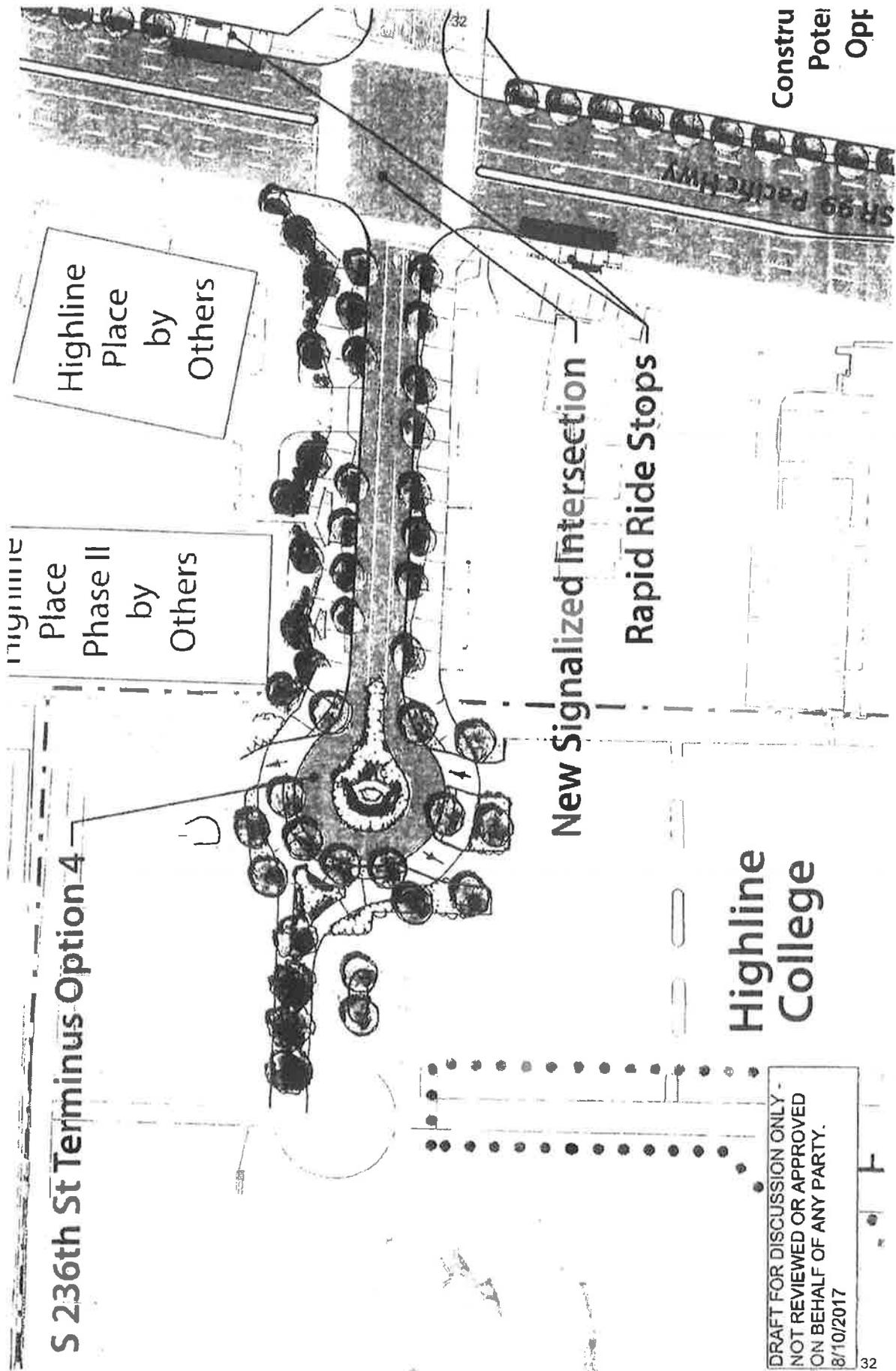


kpoff

PACIFIC HIGHWAY SOUTH (SR 99)

236TH STREET





S 236th St Terminus Option 4

Highline Place Phase II by Others

Highline Place by Others

New Signalized Intersection

Rapid Ride Stops

Highline College

DRAFT FOR DISCUSSION ONLY -  
 NOT REVIEWED OR APPROVED  
 ON BEHALF OF ANY PARTY.  
 8/10/2017

Constru  
 Pote  
 Opf

**Exhibit B**

# City of Des Moines



PLANNING, BUILDING AND PUBLIC WORKS  
 www.desmoineswa.gov  
 21630 11TH AVENUE SOUTH, SUITE D  
 DES MOINES, WASHINGTON 98198-6388  
 (206) 870-7576 FAX (206) 870-8544



April 19, 2018

Dan Abernathy  
 Executive Project Director, Federal Way Link Extension  
 401 S. Jackson St  
 Seattle, WA 98104

Subject: SEPA Review of College Way Connectivity Connection Project

Dear Mr. Abernathy,

The purpose of this letter is to advise Sound Transit of the City of Des Moines' decision that no further State Environmental Policy Act (SEPA) review is required for the College Way Connectivity Connection Project (Project), FWLE drainage improvements and associated East Parking Lot Improvements, and College-funded mitigation and parking lot modifications that are consistent with the City-approved College Master Plan.

Our decision is based on review of the existing FWLE and College SEPA documents and the anticipated Project scope that includes the City code-required standard for the end of a street, pedestrian and bicycle access and associated East Parking Lot modifications, and College-funded mitigation and parking lot modifications that are consistent with the City-approved College Master Plan. These project elements complete the College Way/ South 236th Street connection to the Kent Des Moines (KDM) Link Station and are within the scope of the existing environmental documents and consistent with public comments received during the public hearing on the Highline College Master Plan, the City's Mitigated Determination of Nonsignificance issued on November 21, 2016 for the City Council-approved Highline College Master Plan, and the FWLE DEIS and FEIS.

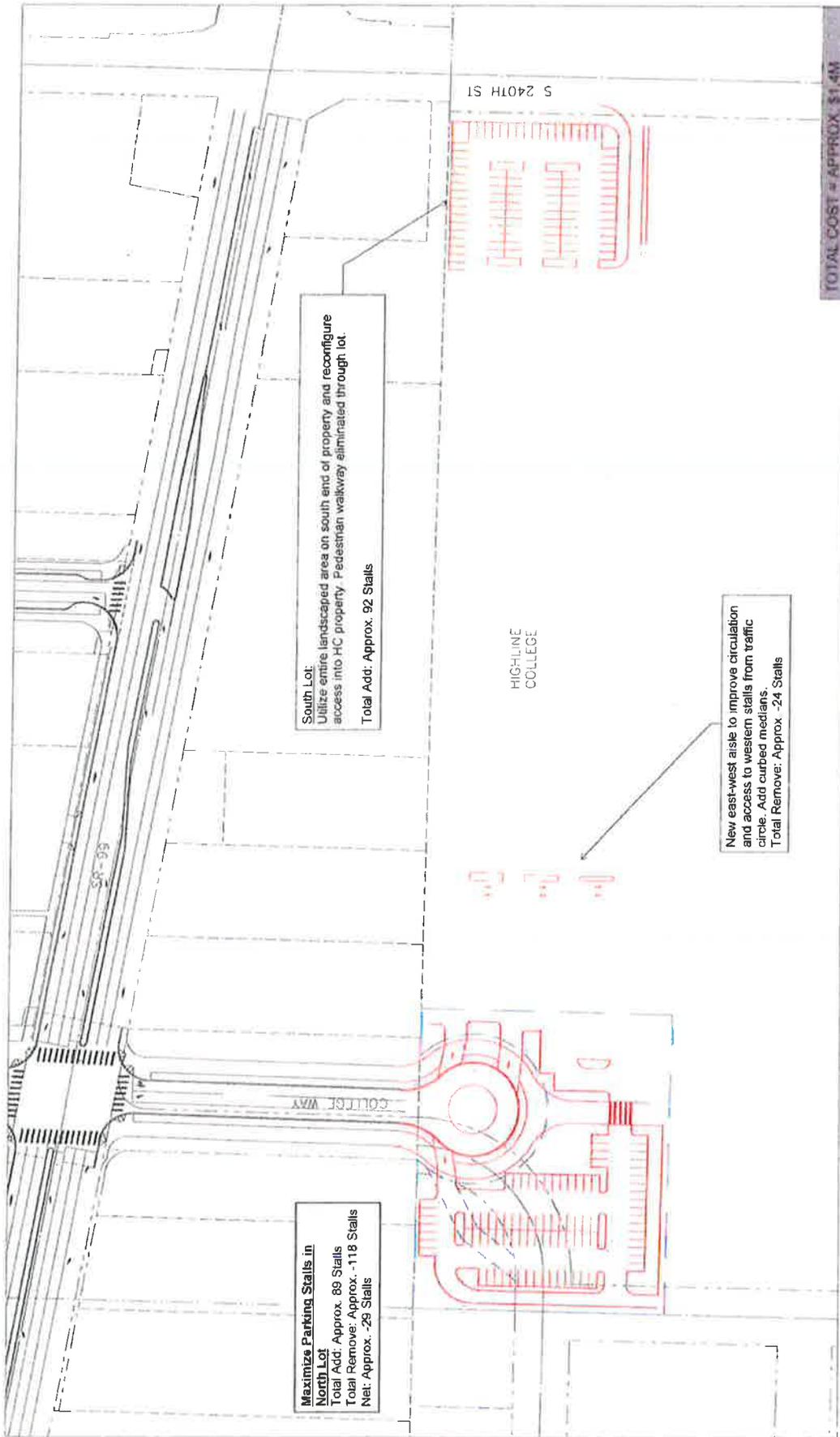
As part of the City's Interlocal Agreement with Highline College, the City will be the SEPA lead agency for the Project elements east of the College Campus boundary

Sincerely,

Susan Cezar, LEG  
 Chief Strategic Officer  
 SEPA Official  
 City of Des Moines

Cc: Dan Brewer, Chief Operations Officer

**Exhibit C**



TOTAL COST = APPROX. \$1.4M



SOUND TRANSIT FEDERAL WAY LINK EXTENSION

College Way Connection Project

09/05/2018

CONCEPTUAL DESIGN



**Exhibit D**

**Dan Brewer**

---

**From:** Holldorf, Barry <bholldorf@highline.edu>  
**Sent:** Monday, October 09, 2017 10:40 AM  
**To:** paul.bennett@soundtransit.org  
**Cc:** Dan Brewer; Grant Fredricks; Pham, Michael; Skari, Lisa A  
**Subject:** Highline College sign spec for ST RFQ  
**Attachments:** HIGHLINE SPECS DWGS 2-2017-0929s.pdf; PSPEC 2-HC ENTRY-2017-0930.docx

Paul

In the spirit of trying to keep you on track with including in your RFQ I am submitting to you the sign for hwy. 99 entrance and roundabout sign at the 236<sup>th</sup> entrance.

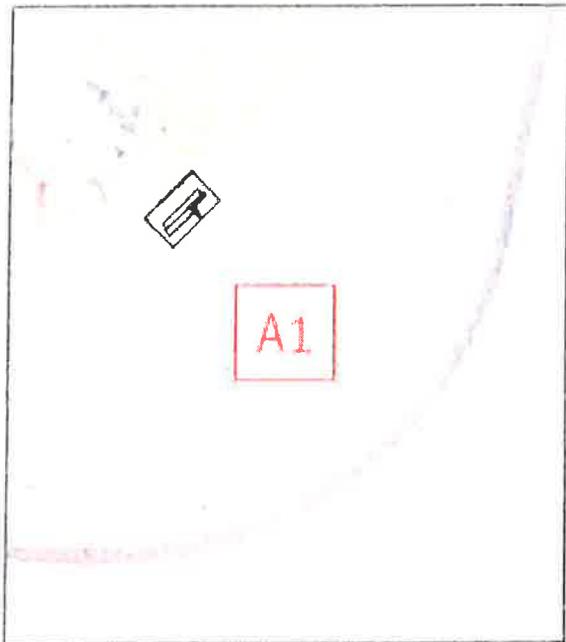
Hope this provides the information you will need for this exercise.

Barry Holldorf, CFM  
Director of Facilities & Operations  
Highline College  
2400 S. 240<sup>th</sup> St.  
Des Moines WA 98198  
206-870-3793

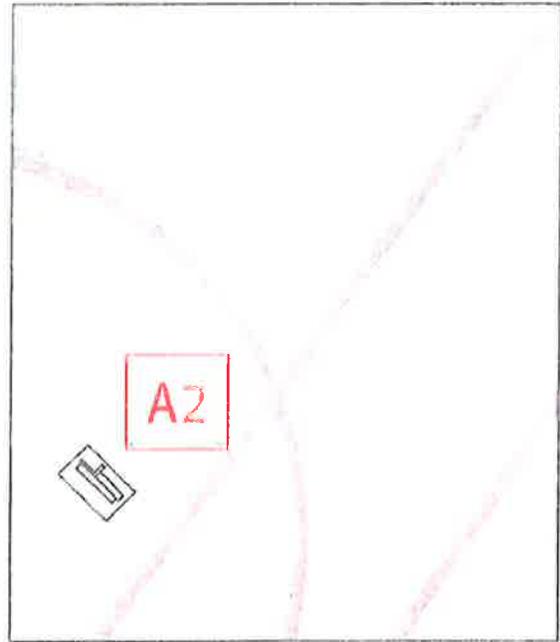




1.1 Sign Location A, Placement Option 1  
1:500



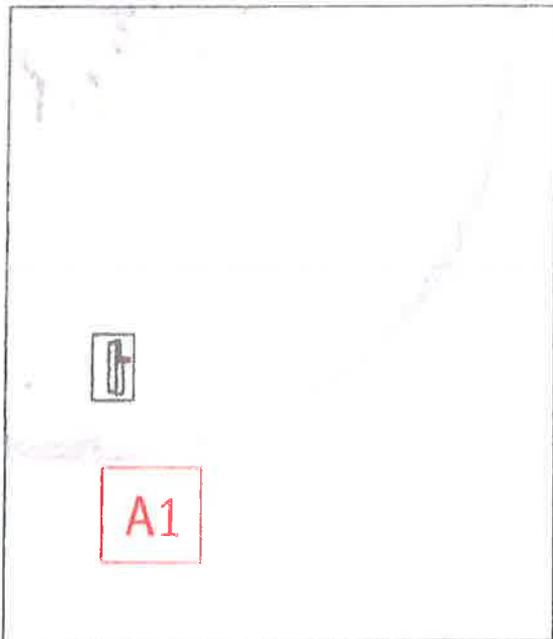
1.2 Enlarged Plan  
1:200



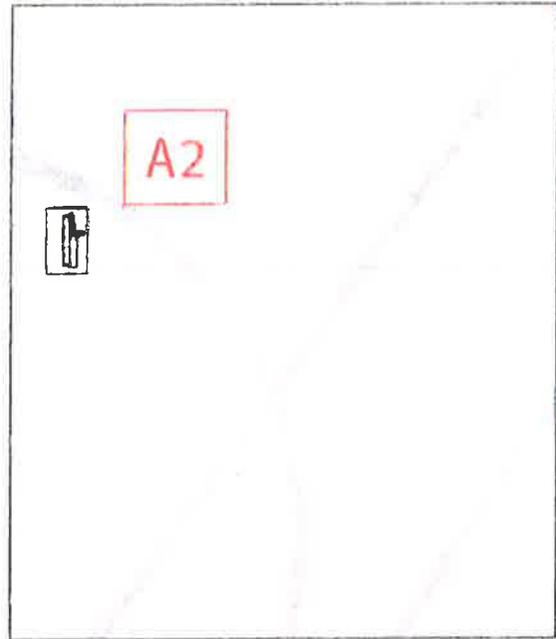
1.3 Enlarged Plan  
1:200



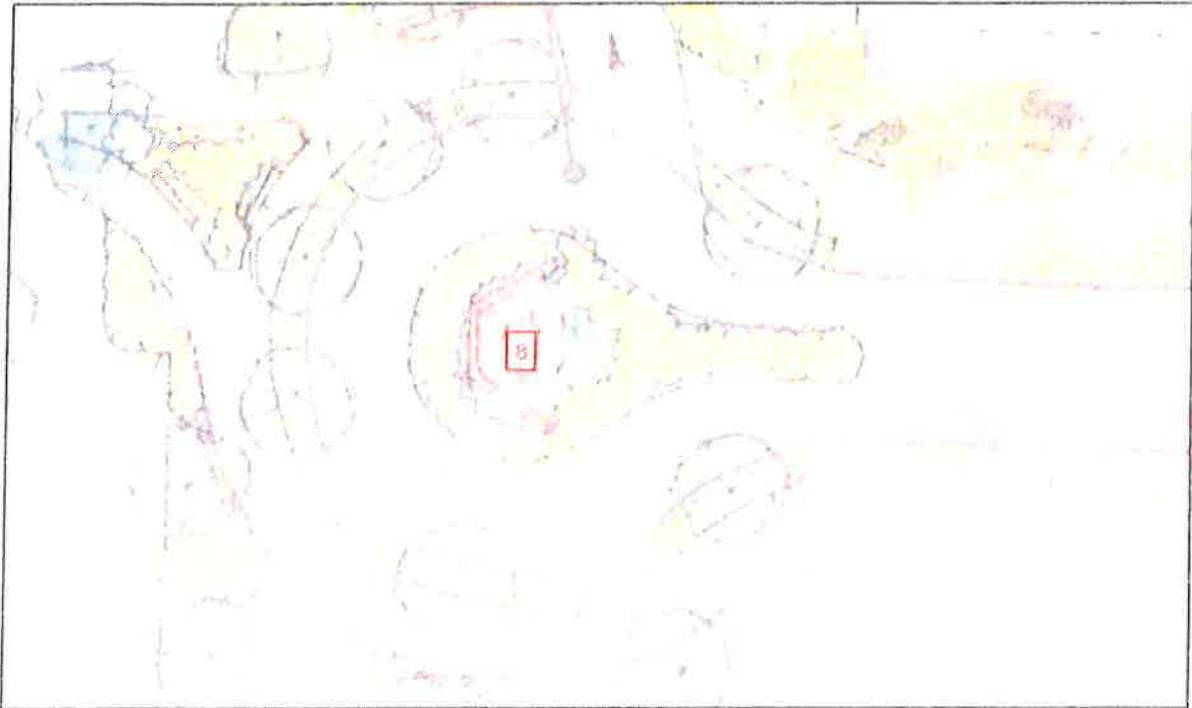
2.1 Sign Location A, Placement Option 2  
1:500



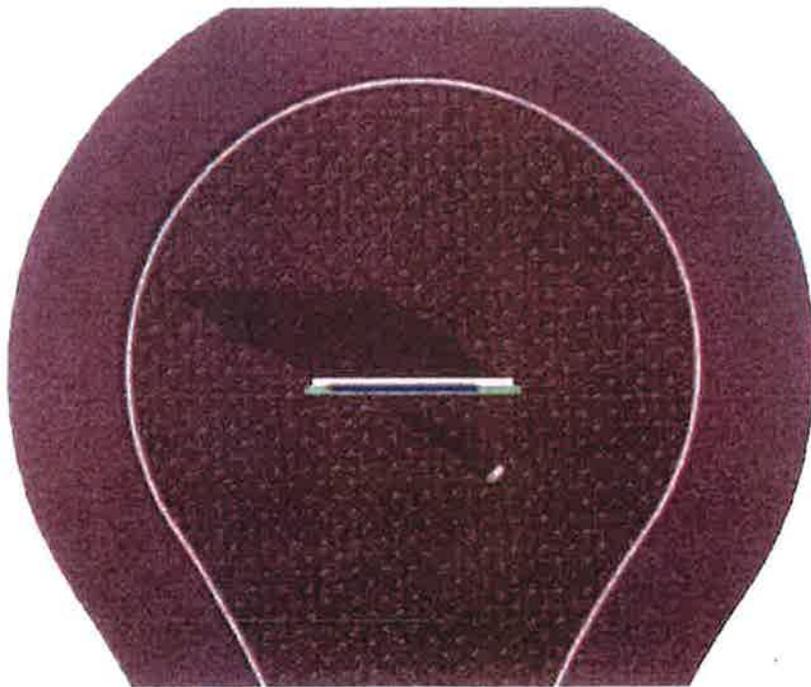
2.2 Enlarged Plan  
1:200



2.3 Enlarged Plan  
1:200



3.1 Sign Location B  
1:500



3.2 Sign Location B, Conceptual Rendering Plan View  
1:200



4.1 Signs A1 & A2, Front Elevation  
3/16" = 1'-0"

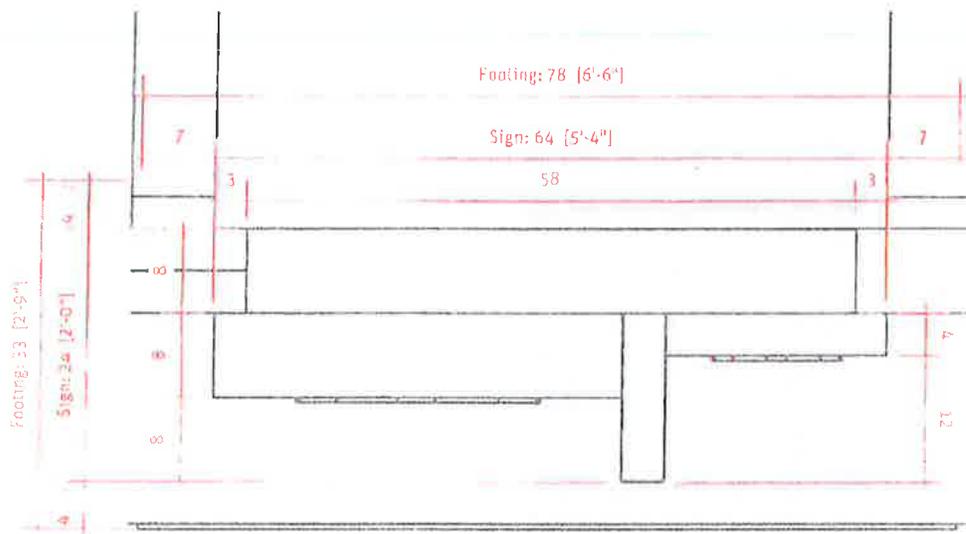


4.2 A1 & A2 Left Isometric Rendering  
3/16" = 1'-0"

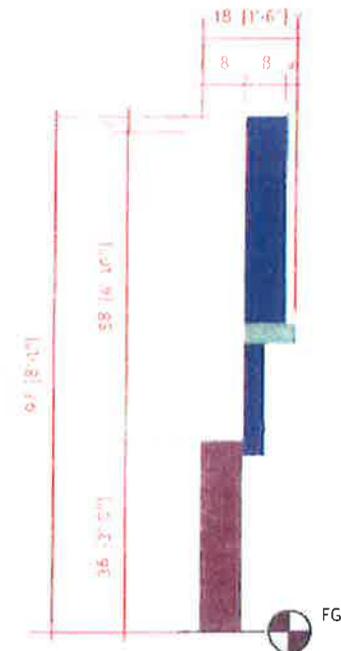
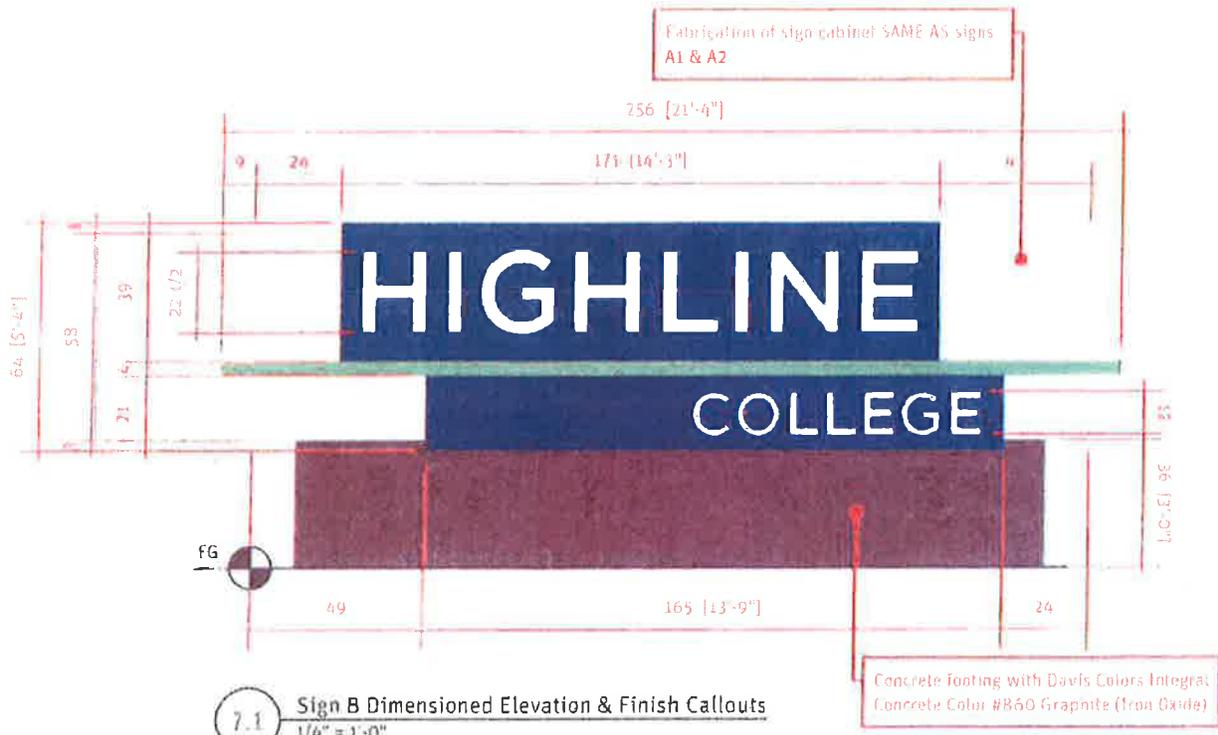


4.3 A1 & A2 Right Isometric Rendering  
3/16" = 1'-0"

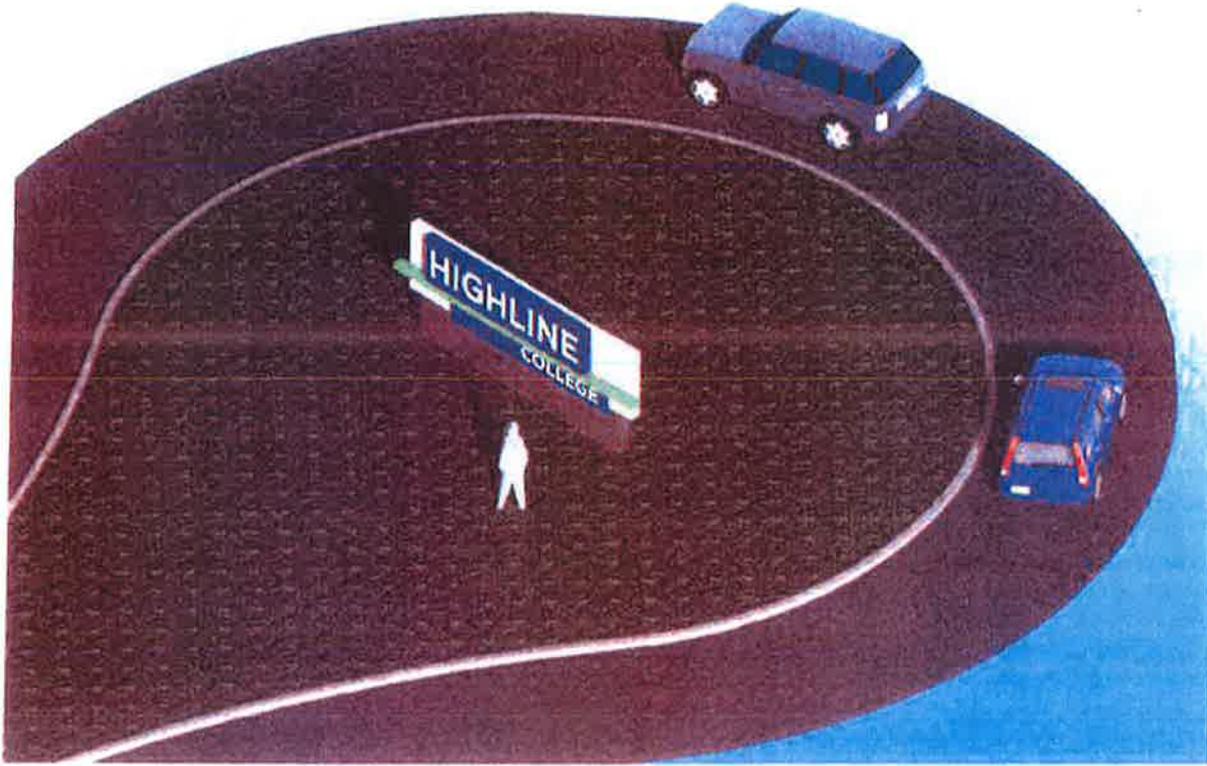




6 Signs A1 & A2 Dimensioned Plan View  
3/4" = 1'-0"



7.2 Sign B Dimensioned Side View  
3/8" = 1'-0"



8 Sign B Conceptual Rendering  
1:125

## **Performance Specifications**

### **Highline College Signage at South 236th Street and SR 99 Pacific Highway South**

#### **1 General**

- 1.1 Project location: Southwest and Northwest corners of South 236th Street and SR 99 Pacific Highway South, Des Moines, Washington.
- 1.2 General scope: Fabrication and installation of three internally illuminated campus identification signs:
  - 1.2.1 Two signs (A1 & A2) at intersection of South 236th Street and SR 99 Pacific Highway South, one on each side. See drawings.
  - 1.2.2 One sign (B) in new turnaround.
- 1.3 Attachments — Sign Type Drawings
- 1.4 Work to include all materials, labor, equipment, footing design, structural engineering, inspection, coordination, supervision, permits, electrical connection, and installation for turnkey operation of the three signs.
- 1.5 Artwork for the message elements of the signs — “HIGHLINE” and “COLLEGE” — will be provided in Adobe Illustrator CC format.

#### **2 Submittals**

- 2.1 Detailed shop drawings are required and shall include:
  - 2.1.1 Scale sign face layouts.
  - 2.1.2 Sign profiles, product component details, dimensions, anchorages, and accessories.
  - 2.1.3 Installation locations.
- 2.2 Samples:
  - 2.2.1 (3) sets of 12 inch by 12 inch (minimum) painted samples of each color.
  - 2.2.2 (3) samples of colored concrete footing.

#### **3 Performance**

- 3.1 Signs shall be of the shape, proportions, and finishes as described in the attached drawings.
- 3.2 Signs shall be placed at the locations specified. Final placement in turnaround to be coordinated with Owner and Landscape Architect.
- 3.3 Signs shall be free of blemishes and demonstrate quality craftsmanship.
- 3.4 Corners shall be square, edges shall be smooth, elements shall be level.

- 3.5 Illuminated elements shall be even, free of hot spots.
- 3.6 Illumination shall be by cool white LED. Access to LED and in particular to power supply shall be provided for maintenance.
- 3.7 Sign electrical connection shall be on a separate circuit with an astronomical clock so that sign is powered only when exterior illumination levels warrant.
- 3.8 Finishes shall even and consistent across all surfaces, free of blemish and discoloration.
- 3.9 Finishes and coatings shall be of standard use within the sign fabrication industry, typically Akzo Nobel (preferred) or Matthews Paint (acceptable but not preferred).
- 3.10 Finishes and coatings shall be graffiti-resistant.
- 3.11 Finishes shall have a ten year warranty against discoloration, cracking, clouding, and silvering.

**Exhibit E**

## Dan Brewer

---

**From:** Lowry, Soraya <Soraya.Lowry@soundtransit.org>  
**Sent:** Thursday, June 28, 2018 4:43 PM  
**To:** Dan Brewer  
**Cc:** Grant Fredricks; Abernathy, Dan; Eskenazi, Zachary; Wilk, Dana; O'Brien, Kathryn  
**Subject:** RE: Legal Descriptions -  
**Attachments:** FL227.1 Parcel Map-Streets.pdf; AE 0044-12 HC-College Way Cul-de-sac\_20180430.pdf

Hi Dan – The assumptions used to develop the parcel maps and legal descriptions attached are as follows:

1. Attached vacation of the "City ROW" through HCC. There is a proposed storm drain line that was shown to be just NE of this existing ROW, which is shown to have a Drainage Easement. This storm drain line can be shifted to be within the ROW, which is why we have never prepared a parcel map or said that there were any impacts on the HCC property since this storm drain line can be placed within the ROW. The vacation of this ROW could reserve the City's rights for an easement for this storm drain line. The request to revise the easement from 10' to 20' to me is unnecessary since the ROW is 60'. There is actually another City ROW portion along the north side of HCC that HCC is using for their use even though it is technically City ROW.
2. Attached proposed dedication from the college to the City for the proposed cul-de-sac.
3. ROW Plans don't show ST obtaining any fee takes or easements on the HCC parcel per meetings that we have had.

Please let me know if you have edits.

Thanks,  
Soraya

Soraya Lowry  
 High Capacity Transit Development Manager  
 Planning, Environment & Project Development  
 Sound Transit  
 206.903.7408

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[twitter.com/SoundTransit](https://twitter.com/SoundTransit)



**From:** Dan Brewer [mailto:DBrewer@desmoineswa.gov]  
**Sent:** Thursday, June 28, 2018 4:26 PM  
**To:** Lowry, Soraya <Soraya.Lowry@soundtransit.org>  
**Cc:** Grant Fredricks <GFredricks@desmoineswa.gov>  
**Subject:** RE: Legal Descriptions -

The ILA with the college is nearly complete. We're down to minor word-smithing at this point. The college has indicated that they will sign the ILA tomorrow morning.

The only remaining is the legal descriptions.....

Dan

**From:** Lowry, Soraya [<mailto:Soraya.Lowry@soundtransit.org>]  
**Sent:** Wednesday, June 27, 2018 3:53 PM  
**To:** Dan Brewer <[DBrewer@desmoineswa.gov](mailto:DBrewer@desmoineswa.gov)>  
**Cc:** Grant Fredricks <[GFredricks@desmoineswa.gov](mailto:GFredricks@desmoineswa.gov)>  
**Subject:** RE: Legal Descriptions -

I am inquiring with HDR and will get back to you ASAP.

Thanks,  
 Soraya

Soraya Lowry  
 High Capacity Transit Development Manager  
 Planning, Environment & Project Development  
 Sound Transit  
 206.903.7408

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[twitter.com/SoundTransit](https://twitter.com/SoundTransit)



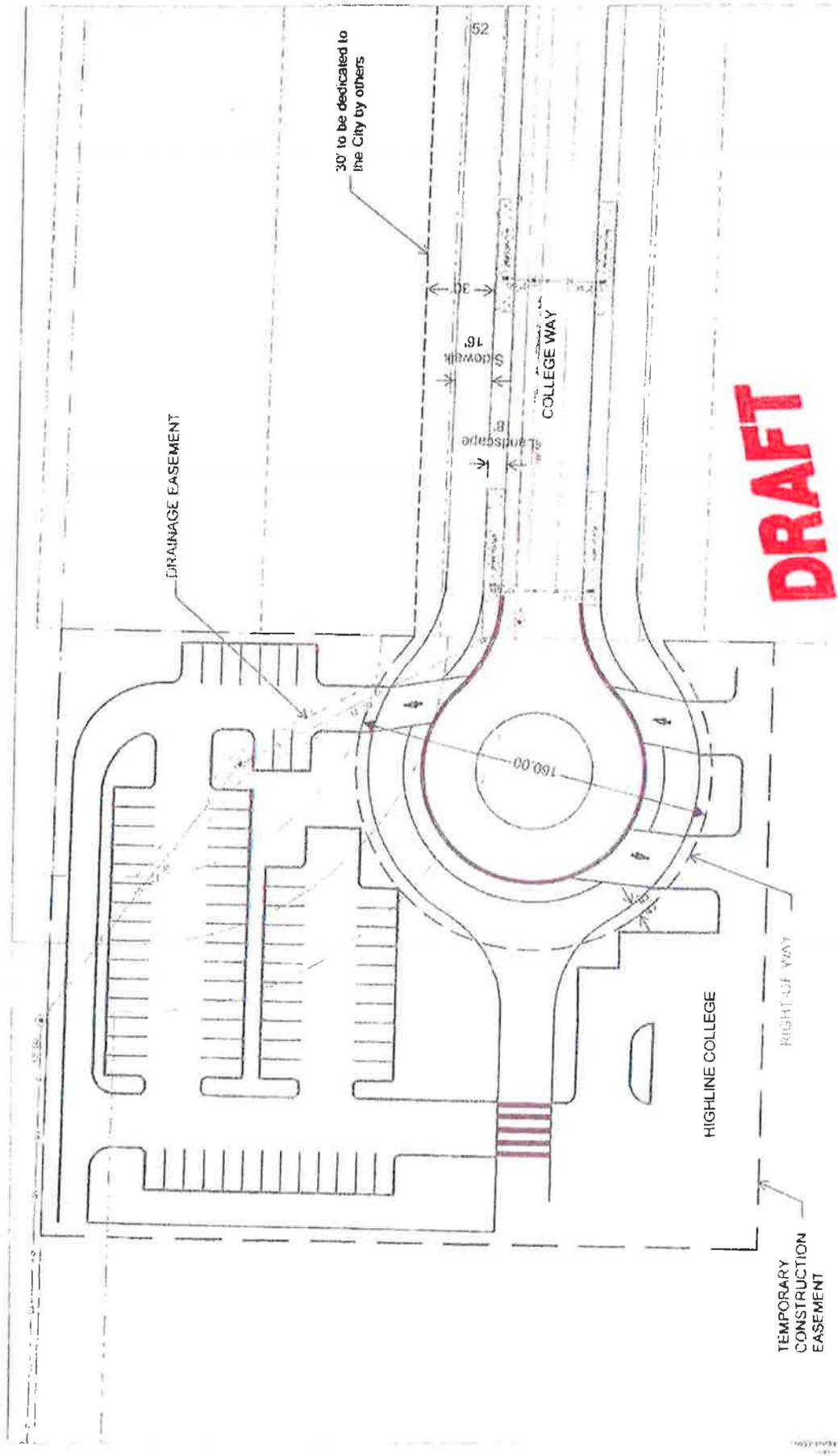
**From:** Dan Brewer [<mailto:DBrewer@desmoineswa.gov>]  
**Sent:** Wednesday, June 27, 2018 2:59 PM  
**To:** Lowry, Soraya <[Soraya.Lowry@soundtransit.org](mailto:Soraya.Lowry@soundtransit.org)>  
**Cc:** Grant Fredricks <[GFredricks@desmoineswa.gov](mailto:GFredricks@desmoineswa.gov)>  
**Subject:** Legal Descriptions -

I'm pulling together the Attachments for the College IIA.

Do we have the final legal descriptions and exhibits for the various areas on the college campus?

1. The area of the street end to be dedicated to the City.
2. The area of the storm drainage easement.
3. The Historic ROW that the City needs to vacate back to the college.
4. The TCE areas for the parking lot work.

Dan



\*DESIGN SHOWN IN RED IS MODIFIED FROM THE DESIGN REFLECTED IN PRE-FINAL RFP PACKAGE.



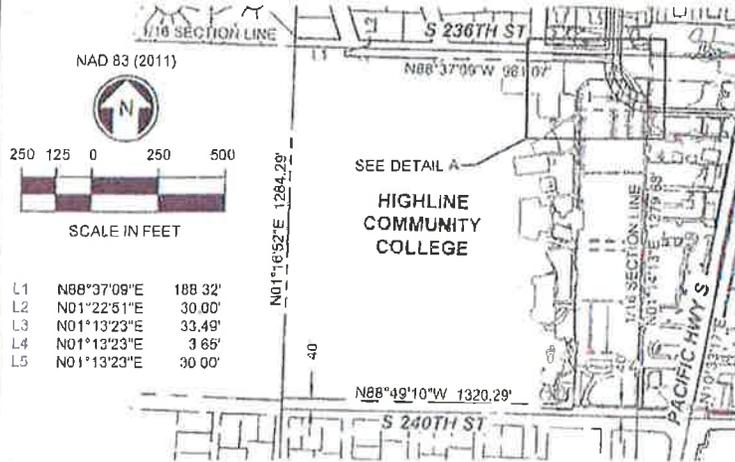
SOUND TRANSIT FEDERAL WAY LINK EXTENSION  
 COLLEGE WAY TIE-IN + HIGHLINE  
 COLLEGE IMPROVEMENTS  
 4/27/2018



DRAFT for discussion purposes only. Not approved by or on behalf of any party.

**DRAFT**

### SOUTH 236TH STREET VACATION SW 1/4 SE 1/4 SEC 16, T 22 N, R 4 E, W.M.



- L1 N88°37'09"E 188.32'
  - L2 N01°22'51"E 30.00'
  - L3 N01°13'23"E 33.49'
  - L4 N01°13'23"E 3.65'
  - L5 N01°13'23"E 30.00'
- C1 Δ=89°36'33" R=110.71' L=173.15'  
N88°46'37"W (R) S01°36'50"W (R)
  - C2 Δ=89°44'00" R=170.71' L=267.08'  
N88°46'37"W (R) S01°28'53"W (R)



LEGEND	
	STREET RIGHT-OF-WAY LINE
	STREET CENTER LINE
	PROPERTY LINE

THE CITY OF DES MOINES SHALL RETAIN AN EASEMENT OR RIGHT TO EXERCISE AND GRANT EASEMENTS IN RESPECT TO THE VACATED LAND FOR THE CONSTRUCTION, REPAIR AND MAINTENANCE OF PUBLIC UTILITIES AND SERVICES.

STREET VACATION



STREET VACATION AREA: 15,230 SF

#### EXHIBIT "C" R/W S 236TH ST VACATION

ASSESSOR NO: N/A DATE: 06/21/2018  
 OWNER: CITY OF DES MOINES  
 BLOCK NO: N/A LOT NO: N/A  
 CITY OF DES MOINES KING COUNTY, WA

LIN & ASSOCIATES

LINK LIGHT RAIL TRANSIT SYSTEM

DRAFT

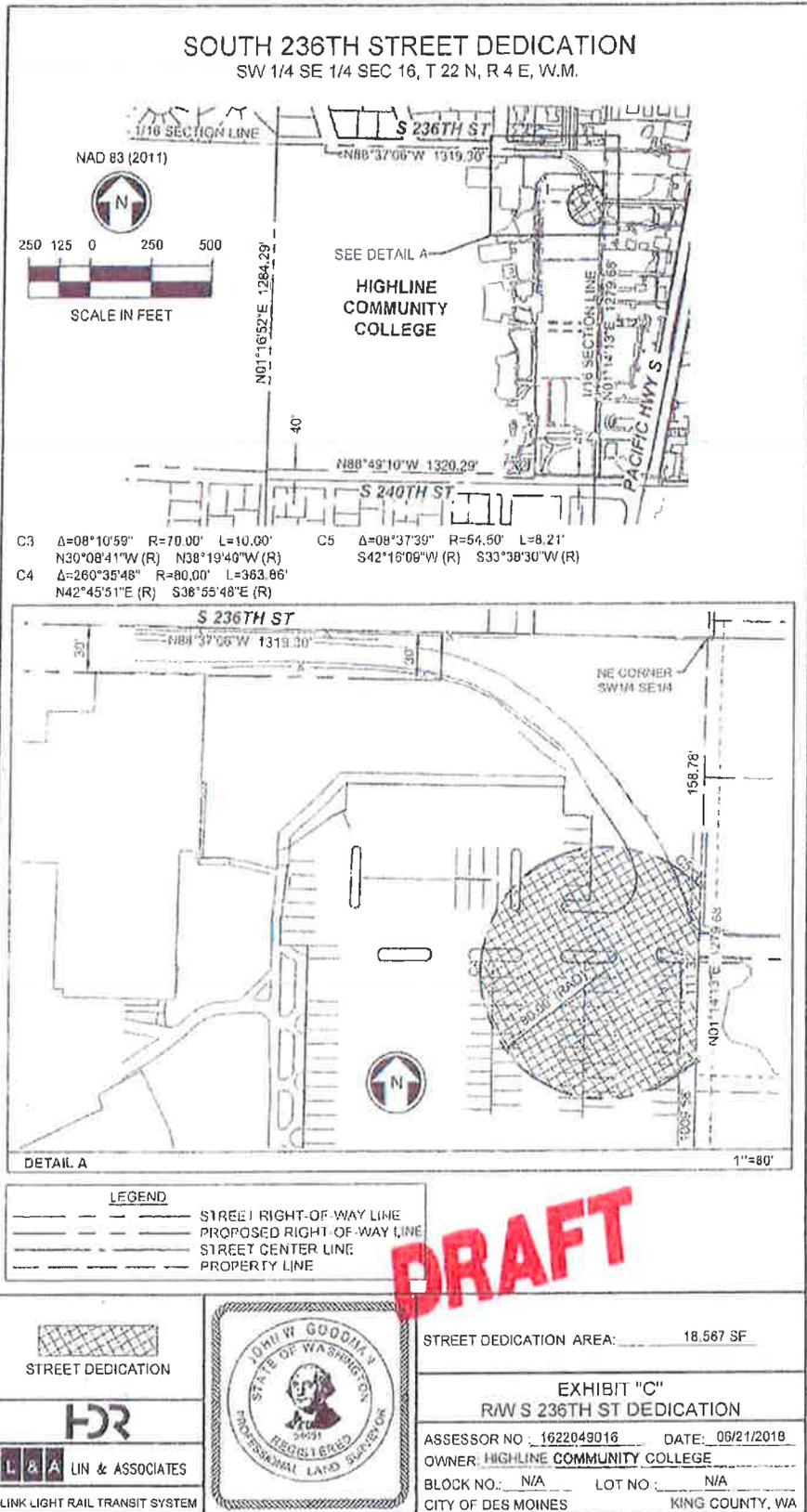


EXHIBIT "A"

R/W No FL227.1  
PIN 1622049016  
STATE OF WASHINGTON - HIGHLINE COMMUNITY COLLEGE

**DRAFT**

**Entire Parcel:**

THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 16, TOWNSHIP 22 NORTH,  
RANGE 4 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON;  
EXCEPT ANY PORTION THEREOF LYING WITHIN THE RIGHT OF WAY FOR 25TH AVENUE SOUTH;  
AND EXCEPT AND PORTION THEREOF LYING WITHIN THE RIGHT OF WAY FOR SOUTH 240TH  
STREET.

## EXHIBIT "B"

R/W No FL227 1  
 PIN 1622049016  
 STATE OF WASHINGTON – HIGHLINE COMMUNITY COLLEGE

**DRAFT**

**Area of South 236th Street Vacation:**

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 16, TOWNSHIP 22 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON;  
 THENCE ALONG THE EAST LINE OF SAID SUBDIVISION S01°14'13"W A DISTANCE OF 143.89 FEET TO THE POINT OF BEGINNING;  
 THENCE CONTINUING ALONG SAID EAST LINE S01°14'13"W A DISTANCE OF 60.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 170.71 FEET, OF WHICH THE RADIAL LINE BEARS S01°28'53"W;  
 THENCE WESTERLY, NORTHWESTERLY AND NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 89°44'30" AN ARC DISTANCE OF 267.38 FEET;  
 THENCE N01°13'23"E A DISTANCE OF 33.65 FEET TO THE NORTH LINE OF SAID SUBDIVISION;  
 THENCE ALONG SAID NORTH LINE S88°37'09"E A DISTANCE OF 60.00 FEET;  
 THENCE S01°13'23"W A DISTANCE OF 33.49 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 110.71 FEET;  
 THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 89°36'33" AN ARC DISTANCE OF 173.15 FEET TO THE POINT OF BEGINNING

THE CITY OF DES MOINES SHALL RETAIN AN EASEMENT OR THE RIGHT TO EXERCISE AND GRANT EASEMENTS IN RESPECT TO THE VACATED LAND FOR THE CONSTRUCTION, REPAIR AND MAINTENANCE OF PUBLIC UTILITIES AND SERVICES

CONTAINING 15,230 SQUARE FEET, MORE OR LESS

## EXHIBIT "B"

R/W No. FL2271  
 PIN 1622049016  
 STATE OF WASHINGTON – HIGHLINE COMMUNITY COLLEGE

**DRAFT**

**Area of South 236th Street Dedication:**

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE  
 SOUTHEAST QUARTER OF SECTION 16, TOWNSHIP 22 NORTH, RANGE 4 EAST, WILLAMETTE  
 MERIDIAN, IN KING COUNTY, WASHINGTON;  
 THENCE ALONG THE EAST LINE OF SAID SUBDIVISION S01°14'13"W A DISTANCE OF 158.78 FEET  
 TO THE POINT OF BEGINNING;  
 THENCE CONTINUING ALONG SAID EAST LINE S01°14'13"W A DISTANCE OF 111.32 FEET TO THE  
 BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF  
 70.00 FEET, OF WHICH THE RADIAL LINE BEARS N30°08'41"W;  
 THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 08°10'59" AN  
 ARC DISTANCE OF 10.00 FEET TO THE POINT OF REVERSE CURVE HAVING A RADIUS OF 80.00  
 FEET;  
 THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 260°35'48" AN ARC DISTANCE  
 OF 363.86 FEET TO THE POINT OF REVERSE CURVE HAVING A RADIUS OF 54.50 FEET;  
 THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 08°37'39" AN ARC DISTANCE OF  
 4.11 FEET TO THE POINT OF BEGINNING

CONTAINING 18,567 SQUARE FEET, MORE OR LESS

**Exhibit F**

**Dan Brewer**

---

**From:** Dan Brewer  
**Sent:** Wednesday, January 17, 2018 3:52 PM  
**To:** 'Pham, Michael'; Holldorf, Barry  
**Cc:** Grant Fredricks; Brandon Carver  
**Subject:** FW: Information on Highline College area dedicated for public ROW  
**Attachments:** 5678292+EAS.PDF; FL227 1-Parcel Map\_KN.pdf; Pages from FWEA-L05-RPP100-Rack Set\_KN.pdf

Michael & Barry:

I am forwarding you the information below in advance of our meeting tomorrow. It would be good to discuss this with you at the meeting, either with the folks from Highline Place, or separately at our follow up meeting afterwards.

As you will see, the Sound Transit team of staff and consultants have discovered a right-of-way that was dedicated and recorded back in 1963, which is on what we have all thought of as the Highline campus. That may in fact not be the case however. Sound Transit approached us with this information in December, and we asked them to do some more research into this to see if this right-of-way was ever vacated at King County. They have now completed that research and there does not appear to be any records indicating that this right-of-way was ever vacated. As you can imagine, this presents some issues that we need to discuss and figure out.

Take a look and lets discuss tomorrow.

Dan

**From:** Eskenazi, Zachary [mailto:Zachary.Eskenazi@soundtransit.org]  
**Sent:** Tuesday, January 16, 2018 2:26 PM  
**To:** Dan Brewer <DBrewer@desmoineswa.gov>  
**Cc:** Grant Fredricks <GFredricks@desmoineswa.gov>; Lowry, Soraya <Soraya.Lowry@soundtransit.org>  
**Subject:** Information on Highline College area dedicated for public ROW

Hello Dan-

I am following up to your request for the information on the Highline College area that is dedicated as a public ROW.

Attached is the information we provided at the meeting in December including Ordinance No. 609, King County Rec No. 8411200460, which vacates the north half of 236<sup>th</sup> ST North of the College's property and East of the Deeded Roadway crossing the Northeast corner of the College's property.

Regards,

Zac

Zac Eskenazi  
 High Capacity Transit Project Manager  
 Planning, Environment and Project Development  
 Sound Transit  
 206-903-7178



63-1143  
R/W 1797  
# 3

STATE OF WASHINGTON  
DEPARTMENT OF NATURAL RESOURCES  
BERT L. COLE, Commissioner of Public Lands

5678292

\*\*\*\*\*  
\*  
In re: Application No. 2685 for\*  
Right of Way for County Road in \*  
King County. \*  
\*\*\*\*\*

ORDER  
AND  
CERTIFICATE OF GRANT  
OF  
RIGHT OF WAY

It appearing to the Commissioner of Public Lands that Application No. 2685 has been filed in this office by the Board of County Commissioners of King County for an easement for a right of way for county road over and across portions of the SW $\frac{1}{4}$ SE $\frac{1}{4}$ , Section 16, Township 22 North, Range 4 East, W.M., in King County; and

It further appearing that this easement is necessary for the use of King County as a county road; that there is no merchantable timber on the area included within the right of way; and that the plat showing the survey of said right of way as filed with said application is hereby approved as the official plat of said road; and the Commissioner being fully advised, it is therefore

ORDERED and DETERMINED that an easement for right of way for county road in accordance with the authority set forth in Section 5, Chapter 73, Session Laws of 1961, is hereby granted to King County over and across the following described land:

Those portions of the SW $\frac{1}{4}$ SE $\frac{1}{4}$ , Section 16, Township 22 North, Range 4 East, W.M., included within the limits of three strips of land described as follows:

The North 10.0 feet of the South 40.0 feet of said SW $\frac{1}{4}$ SE $\frac{1}{4}$ , having an area of 0.30 acre; also

Beginning at a point on the east line of said SW $\frac{1}{4}$ SE $\frac{1}{4}$ , which is S 1° 18' 30" W 173.89 feet from the northeast corner thereof, said point being a point on a 41° 43' curve to the right, the tangent to said curve at said point bears N 88° 23' 42" W, running thence on said curve to the right, with a width of 30.0 feet on each side, a distance of 220.26 feet and thence N 1° 17' 40" E 33.18 feet to a point on the north line of said SW $\frac{1}{4}$ SE $\frac{1}{4}$ , which is N 88° 36' 50" W 140.0 feet from the northeast corner thereof, having an area of 0.35 acre; also

Beginning at a point in said SW $\frac{1}{4}$ SE $\frac{1}{4}$ , which is S 1° 17' 40" W 15.0 feet from a point on the north line which is N 88° 36' 50" W 170.00 feet from the northeast corner thereof, running thence, with a width of 15.0 feet on each side, N 88° 36' 50" W 961.00 feet to a point, which is S 1° 23' 10" W 15.0 feet from a point on the north line of said SW $\frac{1}{4}$ SE $\frac{1}{4}$ , which is S 88° 36' 50" E 189.93 feet from the northwest corner thereof, having an area of 0.66 acre.

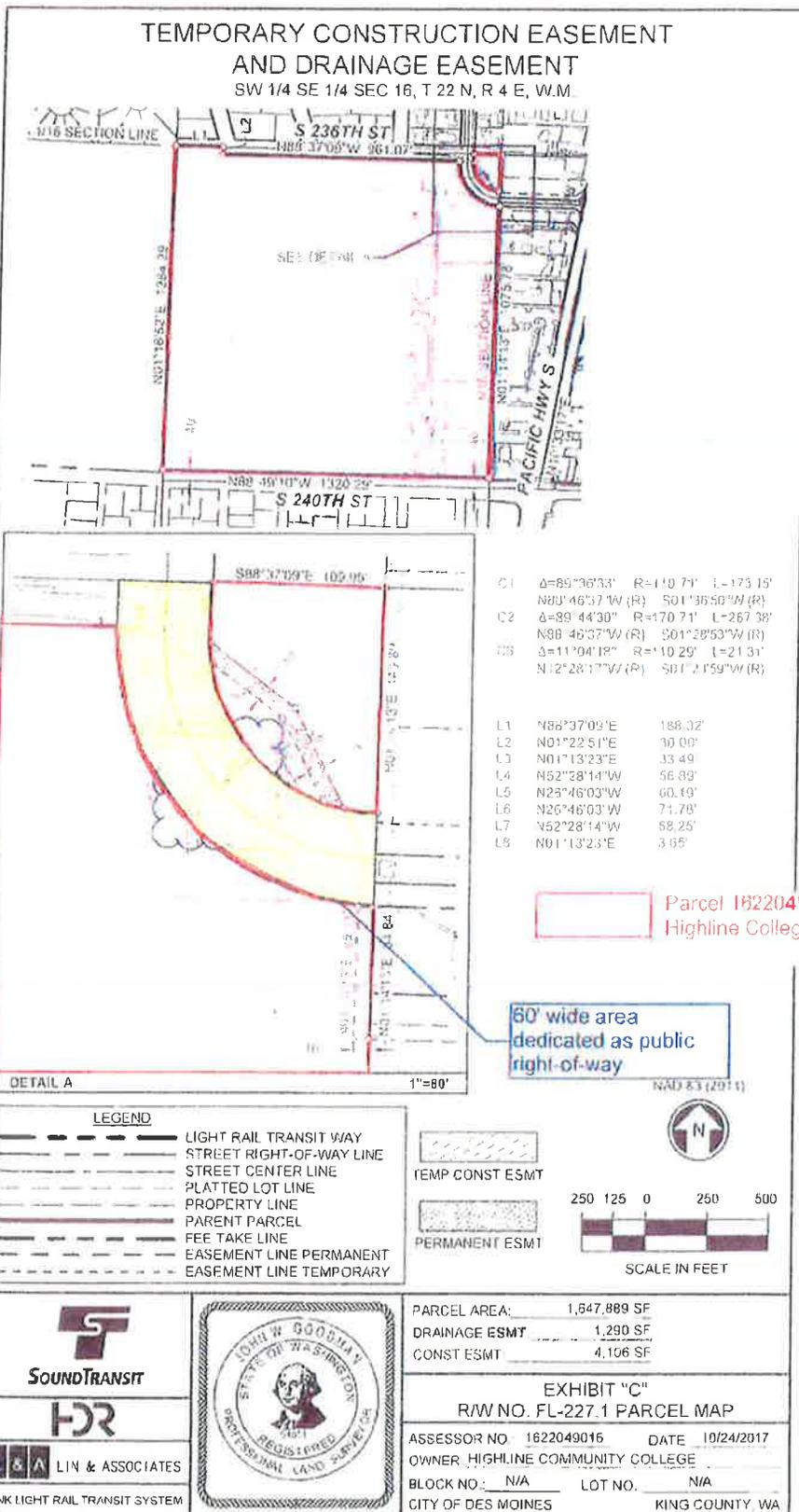
The rights of way hereinabove described have a total area of 1.31 acres as shown on the plat thereof on file in the office of the Commissioner of Public Lands at Olympia, Washington.

Dated this 27<sup>th</sup> day of November, A.D., 1963.

STATE OF WASHINGTON  
DEPARTMENT OF NATURAL RESOURCES

*Bert L. Cole*  
BERT L. COLE  
Commissioner of Public Lands

DEC 19 1963 78  
App. No. 2685





**Exhibit G**

**Dan Brewer**

---

**Subject:** FW: Comprehensive Sign Review

---

**From:** Denise Lathrop  
**Sent:** Wednesday, June 27, 2018 4:15 PM  
**To:** Dan Brewer <DBrewer@desmoineswa.gov>  
**Subject:** Comprehensive Sign Review

1. A sign Comprehensive Design Plan is required to approve the new off-premises monument sign in addition to any other existing or future Highline College signs. The Comprehensive Design Plan process and criteria for approval is explained in chapter 18.200 DMMC (DMMC 18.200.120, DMMC 18.200.130, and DMMC 18.200.140). All of the College's signs will be considered in the Comprehensive Design Plan review. A master development application, a narrative pursuant to DMMC 18.200.130(1), square footages of all proposed and existing Highline College signs, and a site plan would be submitted with the application. The current fee for a Comprehensive Design Plan is \$1,530.00 (an Administrative Zoning Code Deviation Request fee per <http://www.desmoineswa.gov/DocumentCenter/View/124>) plus an automation fee.
2. Elevations, structural and electrical details, a site plan, a new sign permit application, and fees for any new sign/s must also be submitted.

**Denise E. Lathrop, AICP**  
**Planning & Development Services Manager**  
*City of Des Moines Planning, Building and Public Works Department*  
 21630 11<sup>th</sup> Avenue S, Suite D  
 Des Moines, WA 98198-6398  
 Phone: 206-870-6563  
 Fax: 206-870-6544

*IT TAKES A PLACE TO CREATE A COMMUNITY AND A COMMUNITY TO CREATE A PLACE*

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**EXHIBIT P:**

**COLLEGE WAY CONNECTION PROJECT**

**SEPA REVIEW**

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# City of Des Moines



PLANNING, BUILDING AND PUBLIC WORKS  
www.desmoineswa.gov  
21630 11TH AVENUE SOUTH, SUITE D  
DES MOINES, WASHINGTON 98198-6398  
(206) 870-7576 FAX (206) 870-6544



April 19, 2018

Dan Abernathy  
Executive Project Director, Federal Way Link Extension  
401 S. Jackson St  
Seattle, WA 98104

Subject: SEPA Review of College Way Connectivity Connection Project

Dear Mr. Abernathy,

The purpose of this letter is to advise Sound Transit of the City of Des Moines' decision that no further State Environmental Policy Act (SEPA) review is required for the College Way Connectivity Connection Project (Project), FWLE drainage improvements and associated East Parking Lot improvements, and College-funded mitigation and parking lot modifications that are consistent with the City-approved College Master Plan.

Our decision is based on review of the existing FWLE and College SEPA documents and the anticipated Project scope that includes the City code-required standard for the end of a street, pedestrian and bicycle access and associated East Parking Lot modifications, and College-funded mitigation and parking lot modifications that are consistent with the City-approved College Master Plan. These project elements complete the College Way/ South 236th Street connection to the Kent Des Moines (KDM) Link Station and are within the scope of the existing environmental documents and consistent with public comments received during the public hearing on the Highline College Master Plan, the City's Mitigated Determination of Nonsignificance issued on November 21, 2016 for the City Council-approved Highline College Master Plan, and the FWLE DEIS and FEIS.

As part of the City's Interlocal Agreement with Highline College, the City will be the SEPA lead agency for the Project elements east of the College Campus boundary

Sincerely,

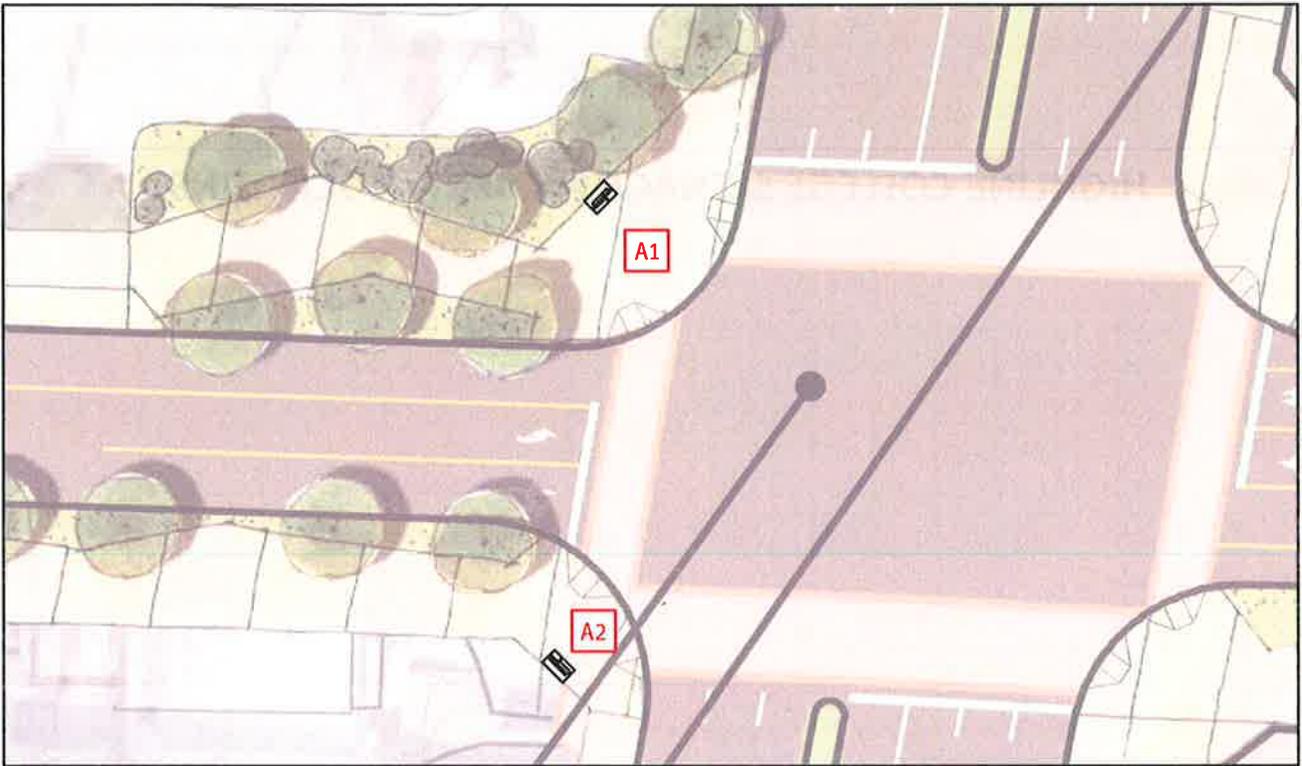
Susan Cezar, LEG  
Chief Strategic Officer  
SEPA Official  
City of Des Moines

Cc: Dan Brewer, Chief Operations Officer

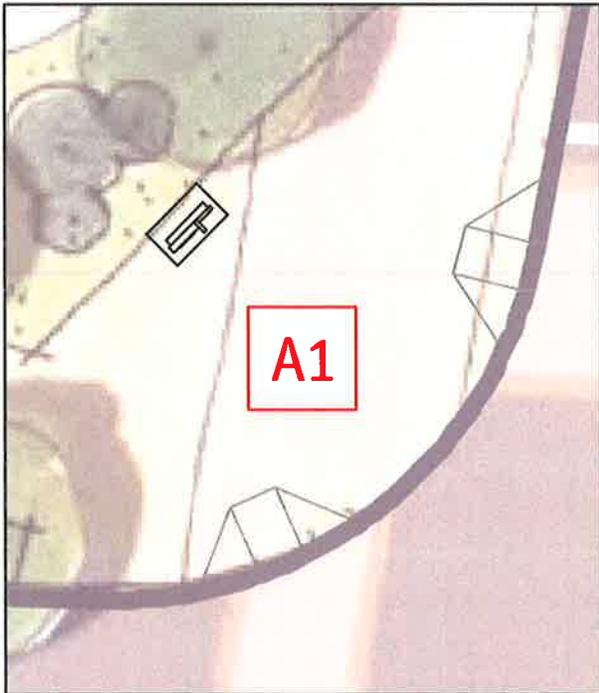
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**EXHIBIT Q:**

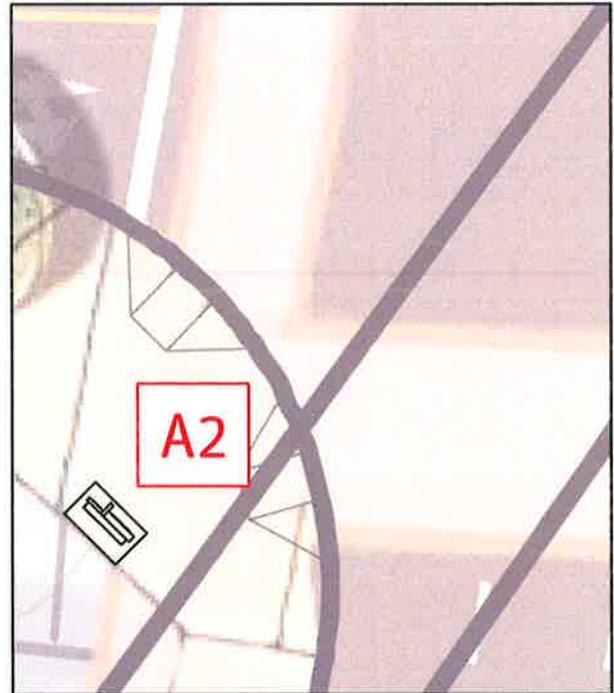
**HIGHLINE COLLEGE SIGNAGE PROJECT - LOCATIONS**



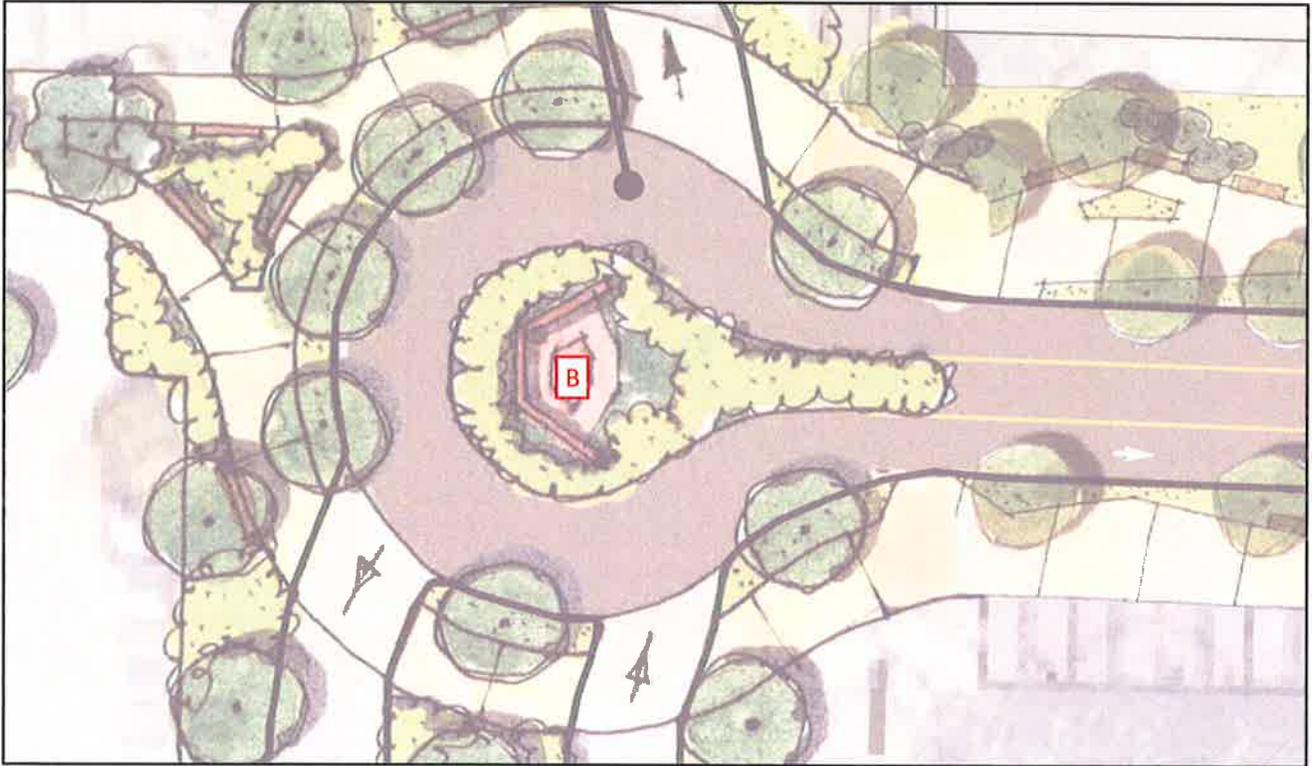
1.1 Sign Location A, Placement Option 1  
1:500



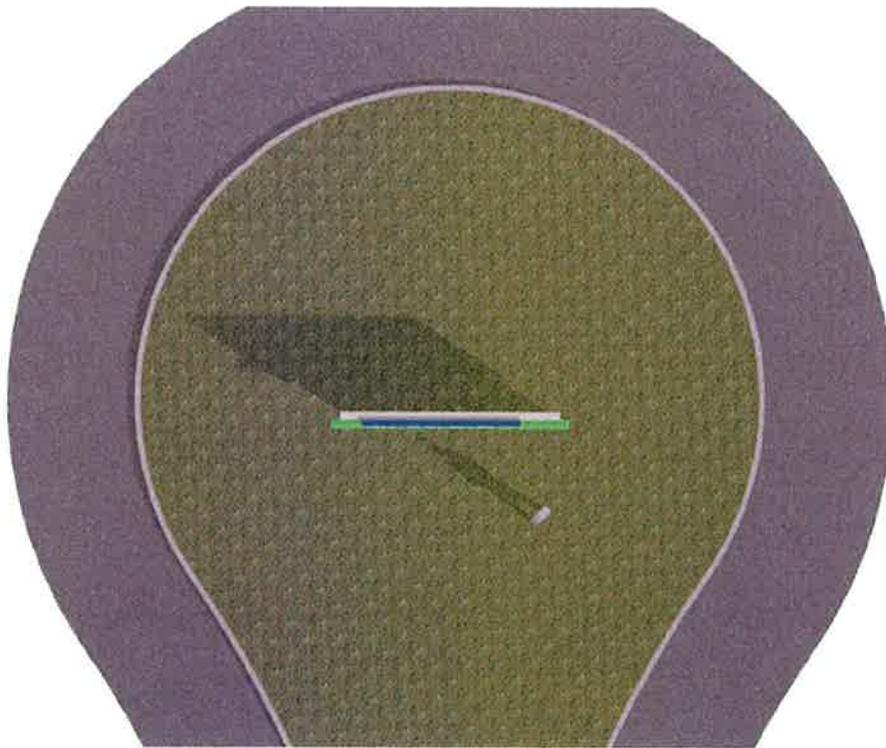
1.2 Enlarged Plan  
1:200



1.3 Enlarged Plan  
1:200



3.1 Sign Location B  
1:500



3.2 Sign Location B, Conceptual Rendering Plan View  
1:200

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**EXHIBIT R:**

**SOUTH 224<sup>TH</sup> STREET END FEE-IN-LIEU SCOPE**

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## **SOUTH 224<sup>th</sup> STREET END FEE-IN-LIEU SCOPE**

### **SCOPE:**

- Remove/clear existing gravel and dirt surface (6,962 SF), excavate and grade to 10" depth.
- Provide new 80' diameter clearing to the back of a 5' wide sidewalk (1,375 SF), a concrete curb and gutter (275 LF) and the area between the curb is 4" asphalt over 4" of gravel base (5,587 SF).
- Two new concrete driveways.
- Two new catch basins and 150 LF of PVC drainage pipe.
- Street lighting.

### **QUALIFICATIONS AND ASSUMPTIONS:**

- Contractor obtain permits.

### **EXCLUSIONS:**

- Road work, curbs, sidewalk from 15 foot back of cul-de-sac.

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