

**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 P. Mosby  
\_\_\_\_\_, 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

---



# *City of Des Moines*

ADMINISTRATION  
21630 11TH AVENUE SOUTH, SUITE A  
DES MOINES, WASHINGTON 98198-8398  
(206) 878-4595 T.D.D.: (206) 824-8024 FAX: (206) 870-6540



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*

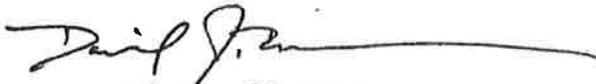
Mr. Michael Pham  
Page Two  
January 29, 2018

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>

**k p f i** Consulting Engineers  
 1601 Fifth Avenue, Suite 1600 Seattle, WA 98101  
 (206) 622-5322 fax (206) 622-0130

**Opinion of Probable Cost Worksheet**

Project	HC 236th Entrance	By	Dan Veldee
Location	Des Moines WA	Date	14-Sep-17
Client	Highline College		

**Site Preparation**

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>

**Utilities**

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>

**Pavement**

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>

**Site Amenities**

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	\$2,000.00	\$2,000.00
<b>Subtotal for Site Amenities</b>				<b>\$83,000.00</b>

<b>Subtotal</b>				<b>\$1,131,300.00</b>
Mobilization (8%)				\$90,504.00
Contingencies (15%)				\$169,695.00
<b>Total</b>				<b>\$1,391,499.00</b>

- Assumptions**
- Soft costs including Washington State sales tax, Highline College administrative costs, permit fees and design fees are not included in this estimate.
  - Unit prices derived from 2015 SDOT unit cost report, and current WSDOT unit bid tabulation standards.
  - Cost estimate is representative of the work on Highline College property for proposed Option #1

SCC 40

Federal Way Link Extension  
Capital Cost Estimate

Sitework and Special Conditions

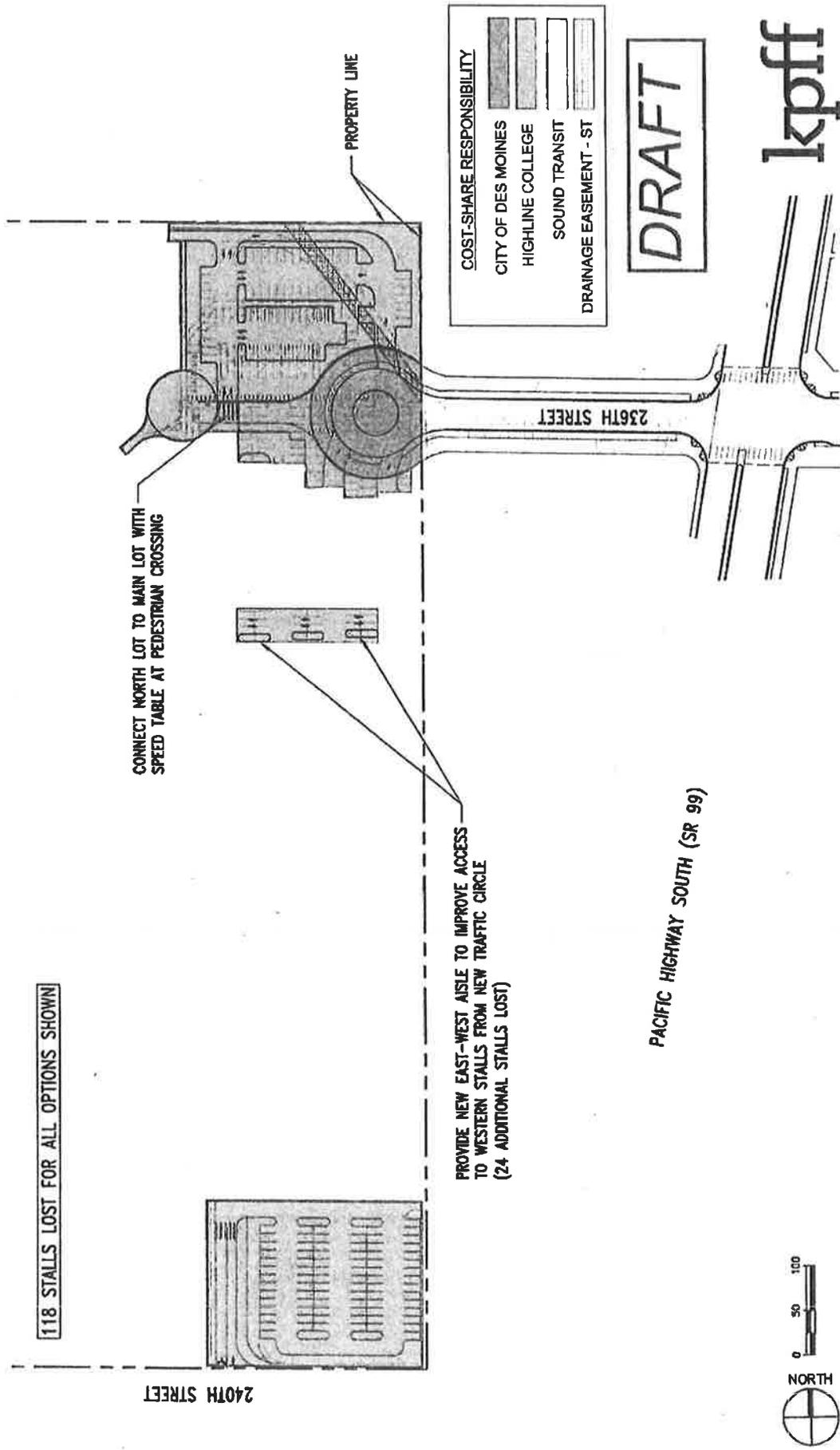
40.07	Roadway and Parking Lots	Note: yellow = input quantity, brown = output quantity	output
40.07.01	Roadway Improvement on Highline College property (West of property line only)		HC

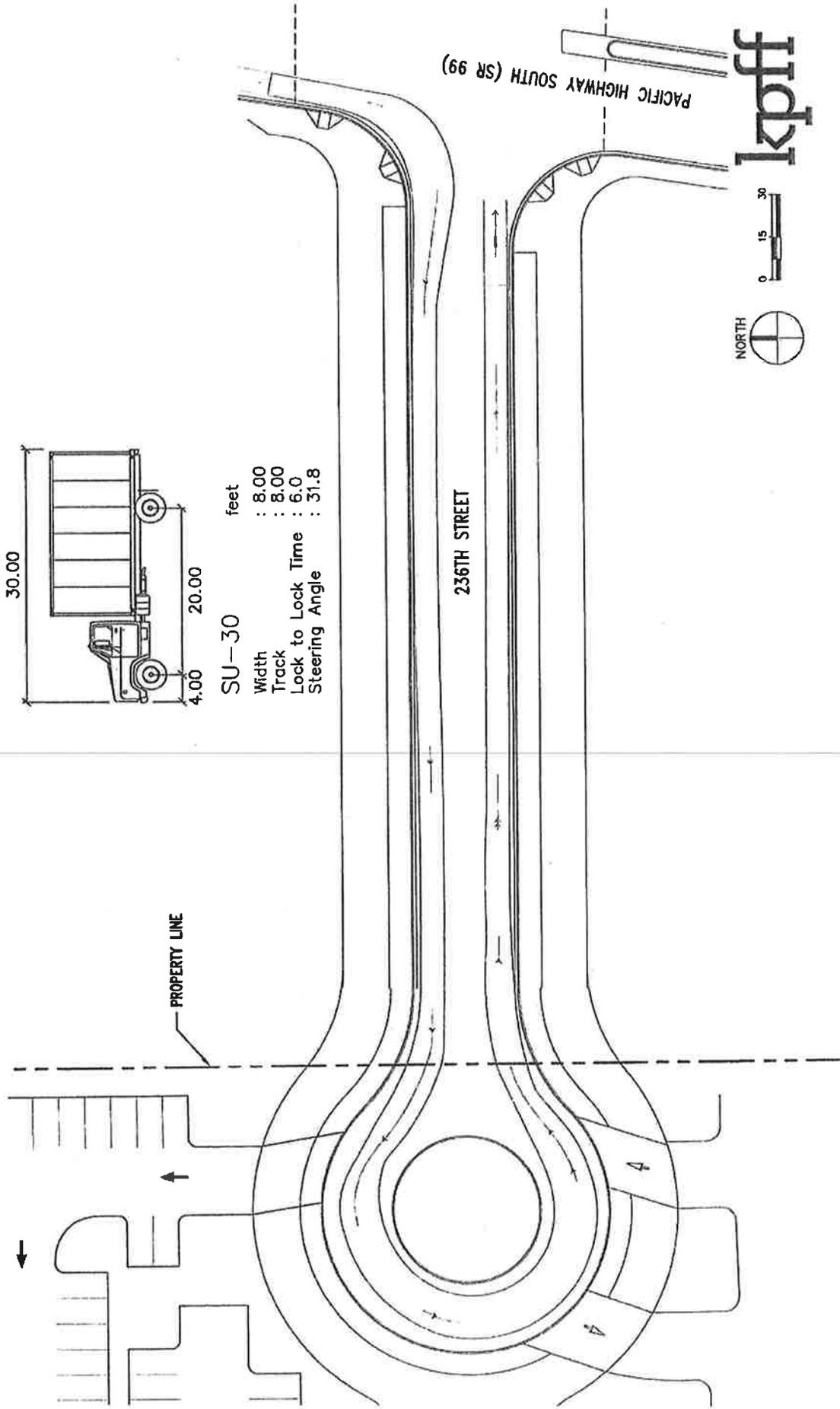
UCL CODE	ITEM DESCRIPTION	UNIT	UNIT COST	QUANTITY	HC - Roundabout	236th Lane
GENERAL ALIGNMENT						
				TOTAL		
	Asphalt Pavement Area (sf) →				5,900.0	10,551.0
	Concrete Pavement Area (sf) →					
	Gravel Pavement Area (sf) →					
	Sidewalk Area (sf) →				1,040	12,093.0
31-23-16-00.01	Excavation, Site w/haul	cy	\$ 20.00		100.0	200.0
32-16-23-13.01	Concrete Sidewalk	sf	\$ 60.00	13133.1	1040.1	12093.0
32-16-13-13.06	Concrete Curb Ramp	ea	\$ 1,500.00	4.0	2.0	2.0
32-11-23-23.04	Crushed Surfacing Top Course	cy	\$ 87.00	1135.8	203.5	932.4
	Crushed Surfacing Top Course - Asphalt Pavement (8")	cy			145.7	260.5
	Crushed Surfacing Top Course - Gravel Pavement (2")	cy				
	Crushed Surfacing Top Course - Sidewalk (2")	cy			57.8	671.8
32-11-23-23.01	Crushed Surfacing Base Course	cy	\$ 35.00	0.0	0.0	0.0
	Crushed Surfacing Base Course - Concrete Pavement (6")	cy				
	Crushed Surfacing Base Course - Gravel Pavement (4")	cy				
32-11-23-23.03	Gravel Borrow	tn	\$ 47.65	1500.0	300.0	1200.0
32-12-16-13.02	HMA Class 1/2"	cy	\$ 221.00	152.3	54.6	97.7
32-12-16-13.04	HMA Class 3/4"	cy	\$ 221.00	152.3	54.6	97.7
32-13-13-33.01	Cement Concrete Pavement	cy	\$ 275.00	0.0		
32-16-13-13.03	Concrete Curb And Gutter	lf	\$ 39.00	1420.0	800.0	620.0
32-17-23-13.04	White Stripe	lf	\$ 3.00	1100.0	500.0	600.0
26-56-19-00.01	Lighting, Roadway - Pole	ea	\$ 10,000.00	9.0	3.0	6.0
26-56-19-00.02	Lighting, Roadway - LED Fixture	ea	\$ 500.00	9.0	3.0	6.0
26-56-19-00.03	Lighting, Roadway - Pole Foundation	ea	\$ 4,000.00	9.0	3.0	6.0
	Subtotal				\$ 199,749	\$ 1,027,036

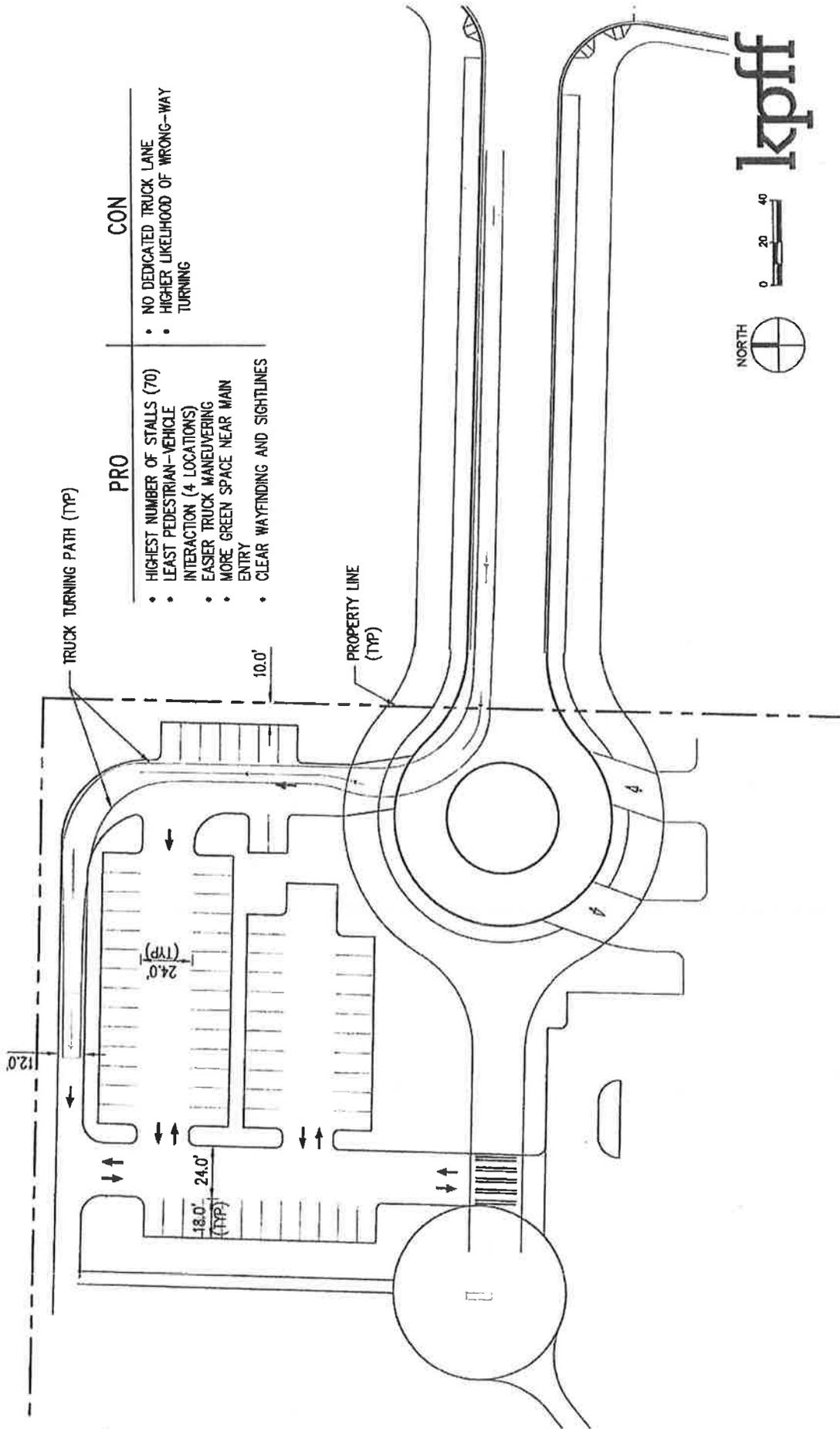
**40.01 Demolition and Earthwork**

**40.01.01 Demolition**

UCL CODE	ITEM DESCRIPTION	DISCIPLINE	UNIT	UNIT COST	QUANTITY	HC - Roundabout	236th Lane
02-41-13-13.01	Sawcut Asphalt Pavement	Civil	lf	\$ 2.20	1180.0	830.0	350.0
02-41-13-13.04	Remove Concrete Curb	Civil	lf	\$ 6.71	565.0	200.0	365.0
02-41-13-13.06	Remove Concrete Sidewalk	Civil	sy	\$ 22.49	214.4	0.0	214.4
02-41-13-13.08	Remove Asphalt Pavement	Civil	sy	\$ 20.00	5053.9	2765.1	2288.8
02-41-13-23.11	Remove Light Pole	Civil	ea	\$ 654.24	2.0	2.0	0.0
02-41-16-13.01	Building Demolition	Civil	sf	\$ 11.06	3272.0	0.0	3272.0
31-11-13-10.01	Clearing & Grubbing	Civil	sy	\$ 1.40	651.6	50.0	601.6
<b>Total Cost</b>					<b>\$ 150,696</b>		







kpff

# S 236th St Terminus Option 4

Highline  
Place  
Phase II  
by  
Others

Highline  
Place  
by  
Others

New Signalized Intersection

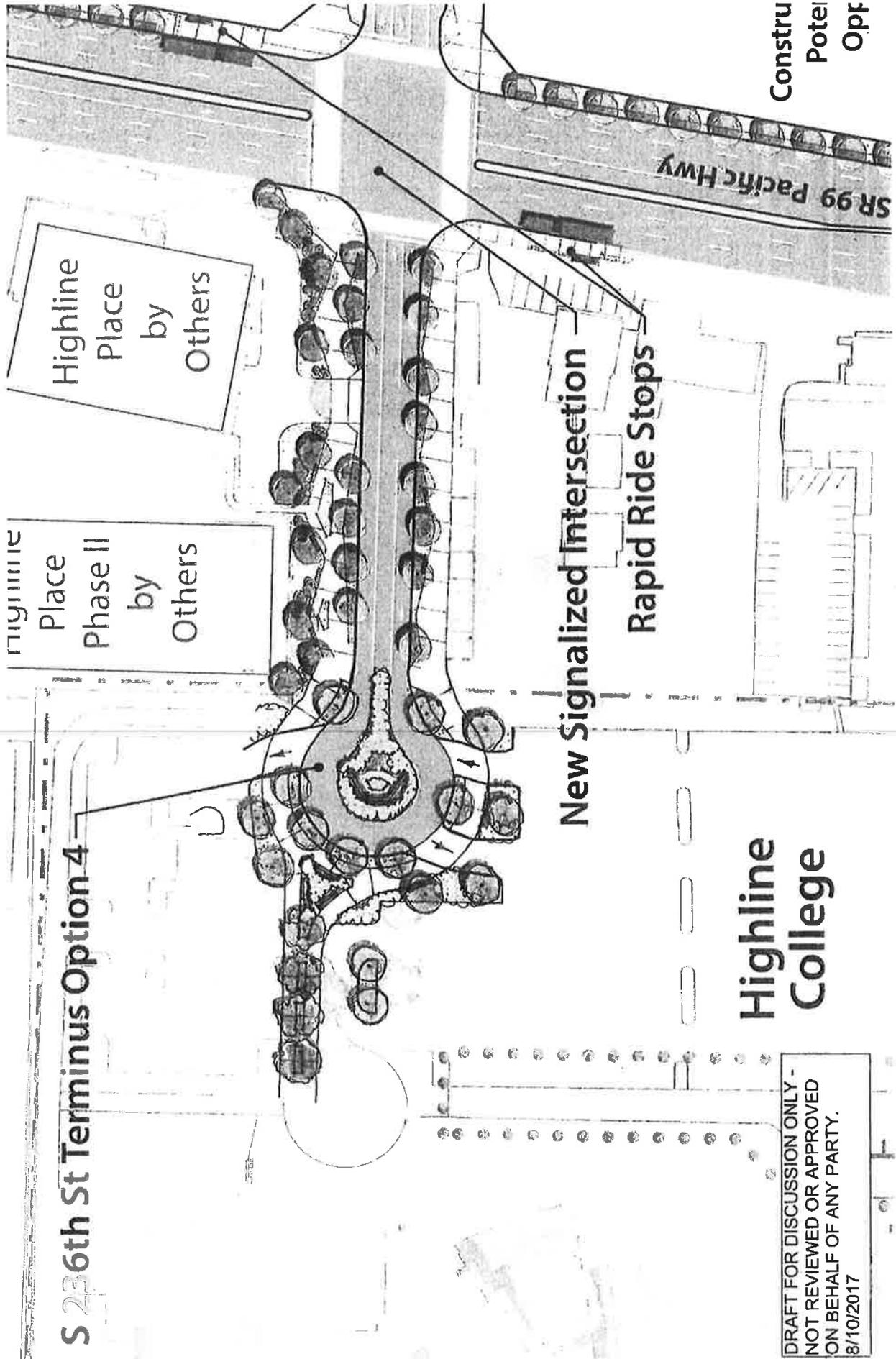
Rapid Ride Stops

## Highline College

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

Constru  
Poter  
Opf

SR 99 Pacific Hwy



## Exhibit B

# City of Des Moines



PLANNING, BUILDING AND PUBLIC WORKS  
www.desmoineswa.gov  
21630 11TH AVENUE SOUTH, SUITE D  
DES MOINES, WASHINGTON 98108-6398  
(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

## Exhibit C





## 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.



**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

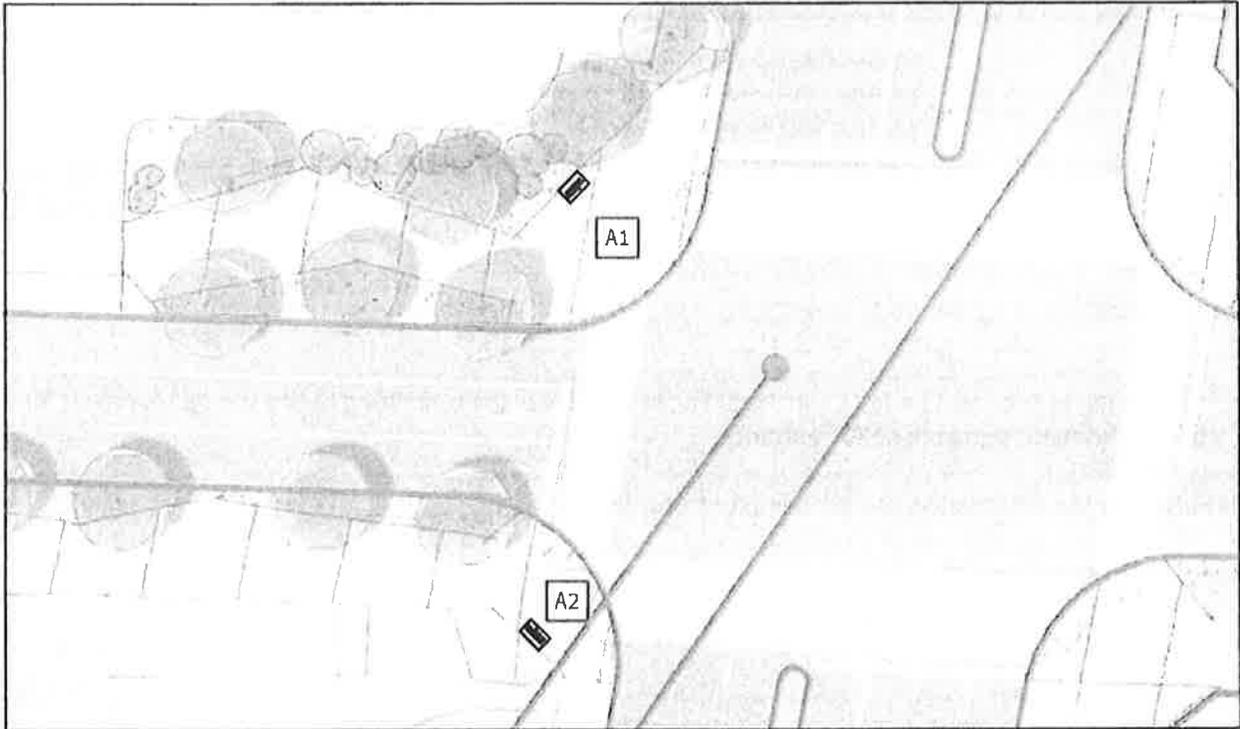
Paul

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.

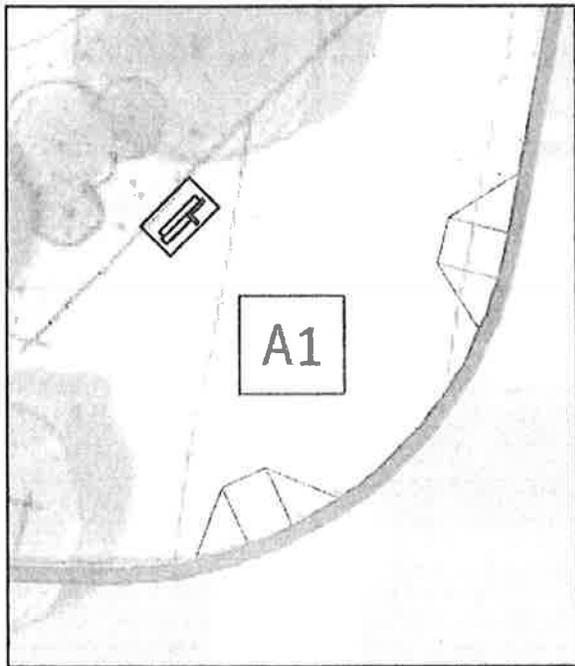
Hope this provides the information you will need for this exercise.

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

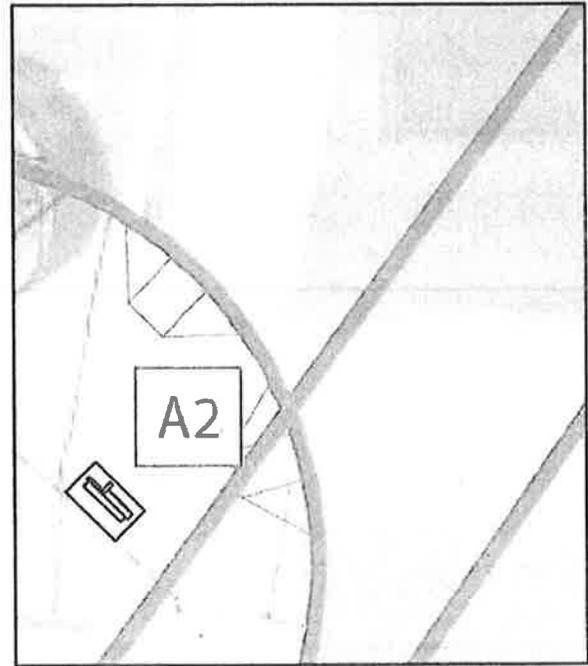




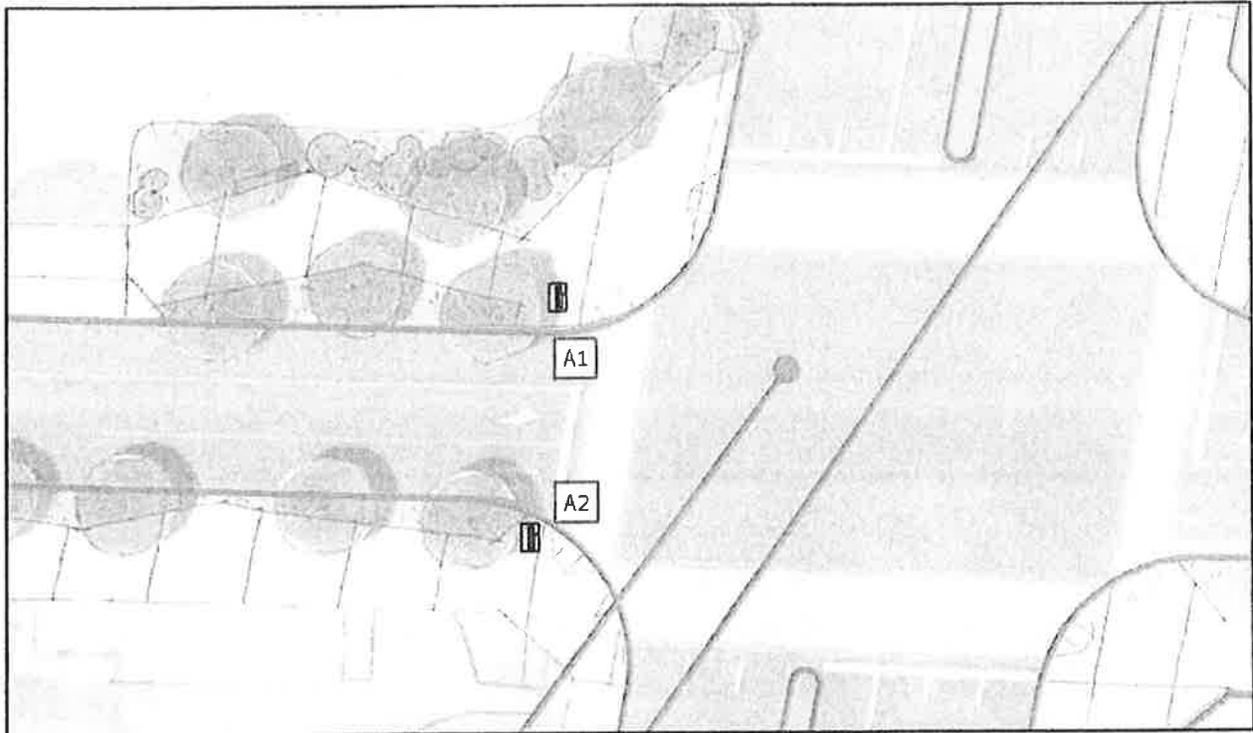
1.1 Sign Location A, Placement Option 1  
1:500



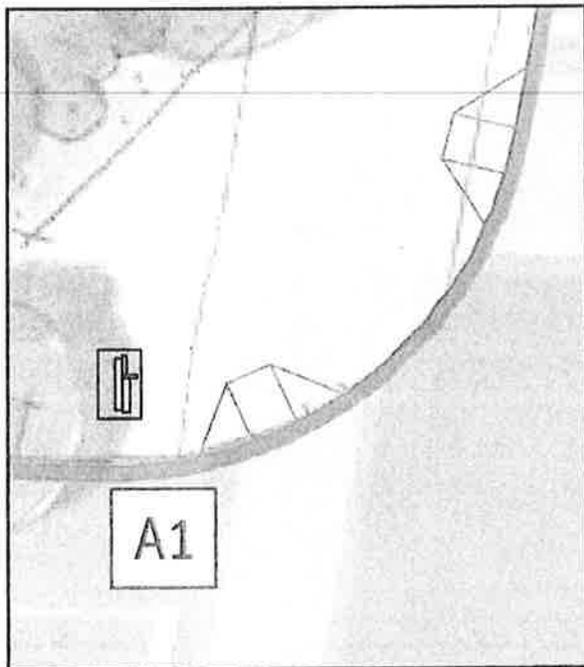
1.2 Enlarged Plan  
1:200



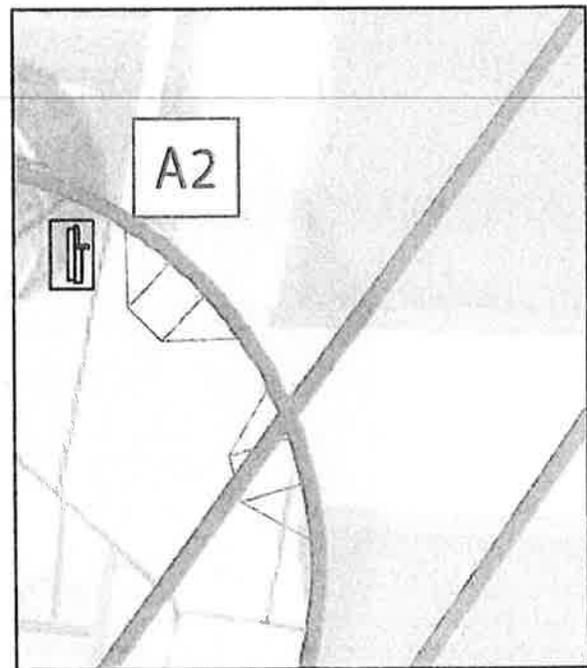
1.3 Enlarged Plan  
1:200



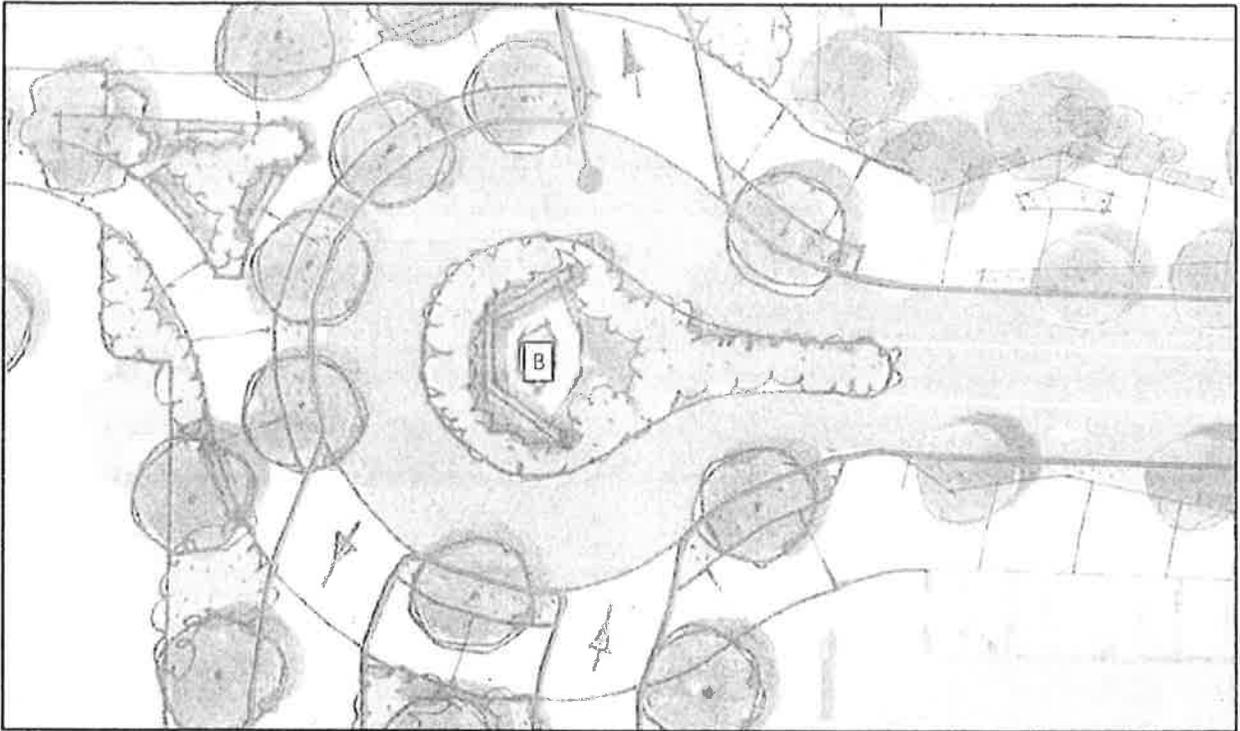
2.1 Sign Location A, Placement Option 2  
1:500



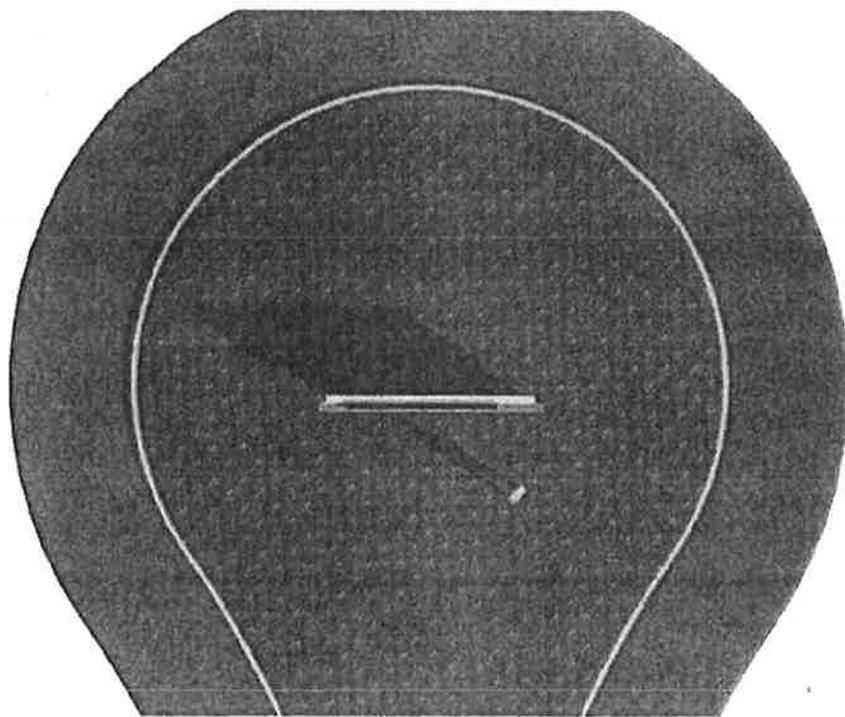
2.2 Enlarged Plan  
1:200



2.3 Enlarged Plan  
1:200



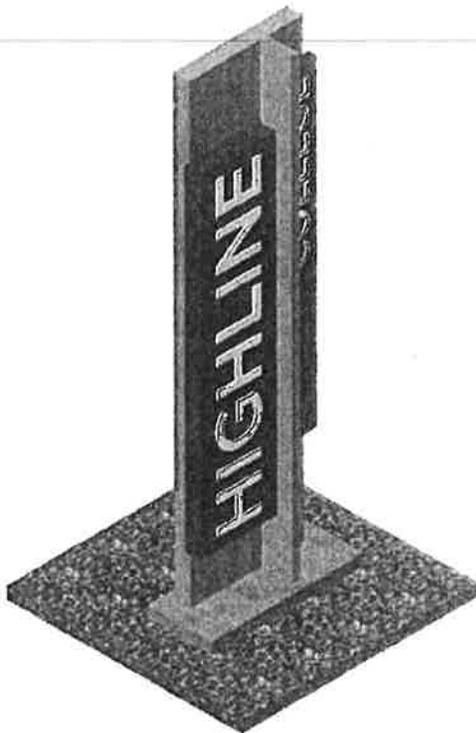
3.1 Sign Location B  
1:500



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



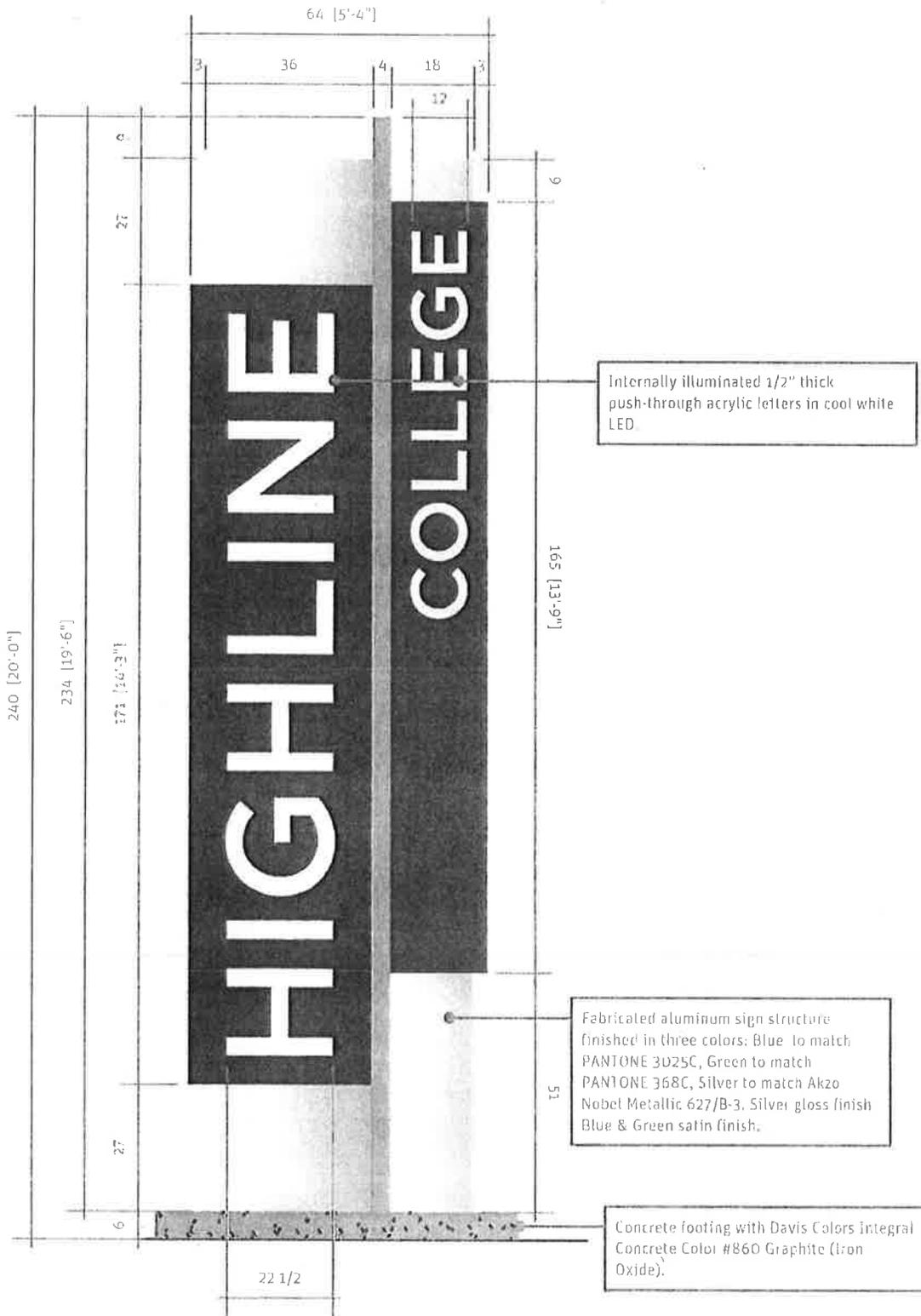
4.1 Signs A1 & A2, Front Elevation  
3/16" = 1'-0"



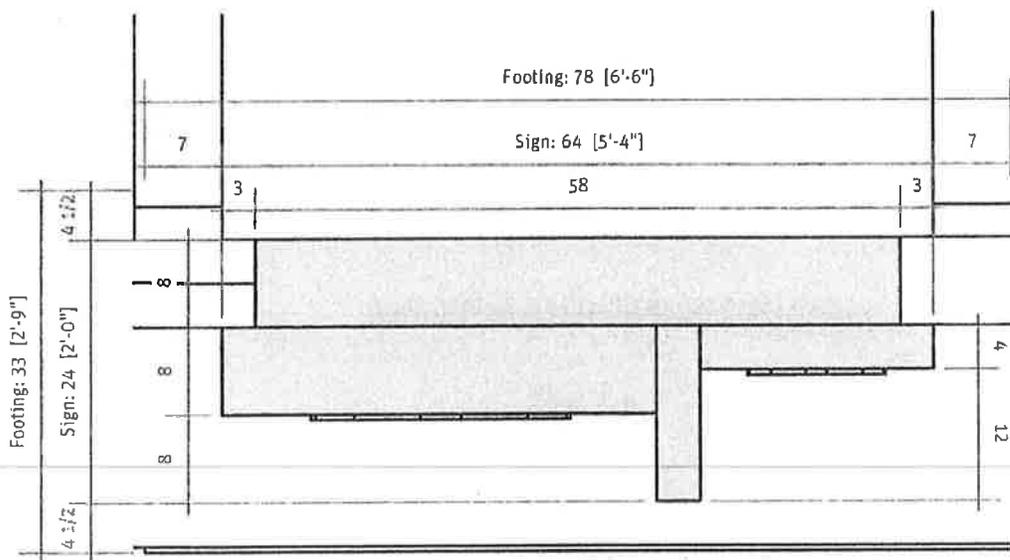
4.2 A1 & A2 Left Isometric Rendering  
3/16" = 1'-0"



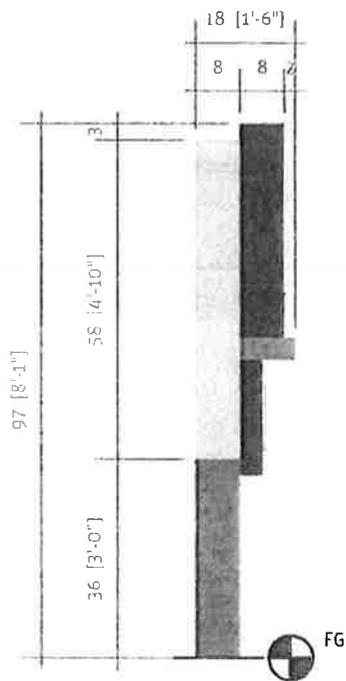
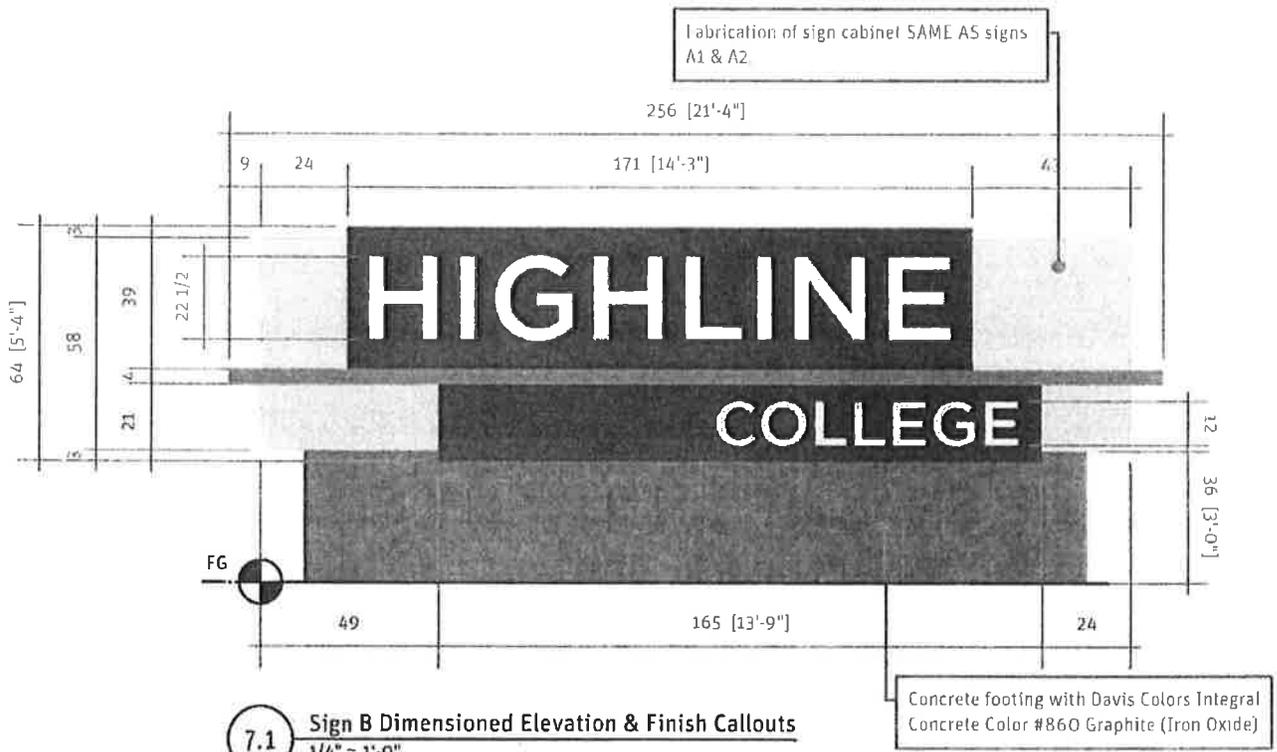
4.3 A1 & A2 Right Isometric Rendering  
3/16" = 1'-0"



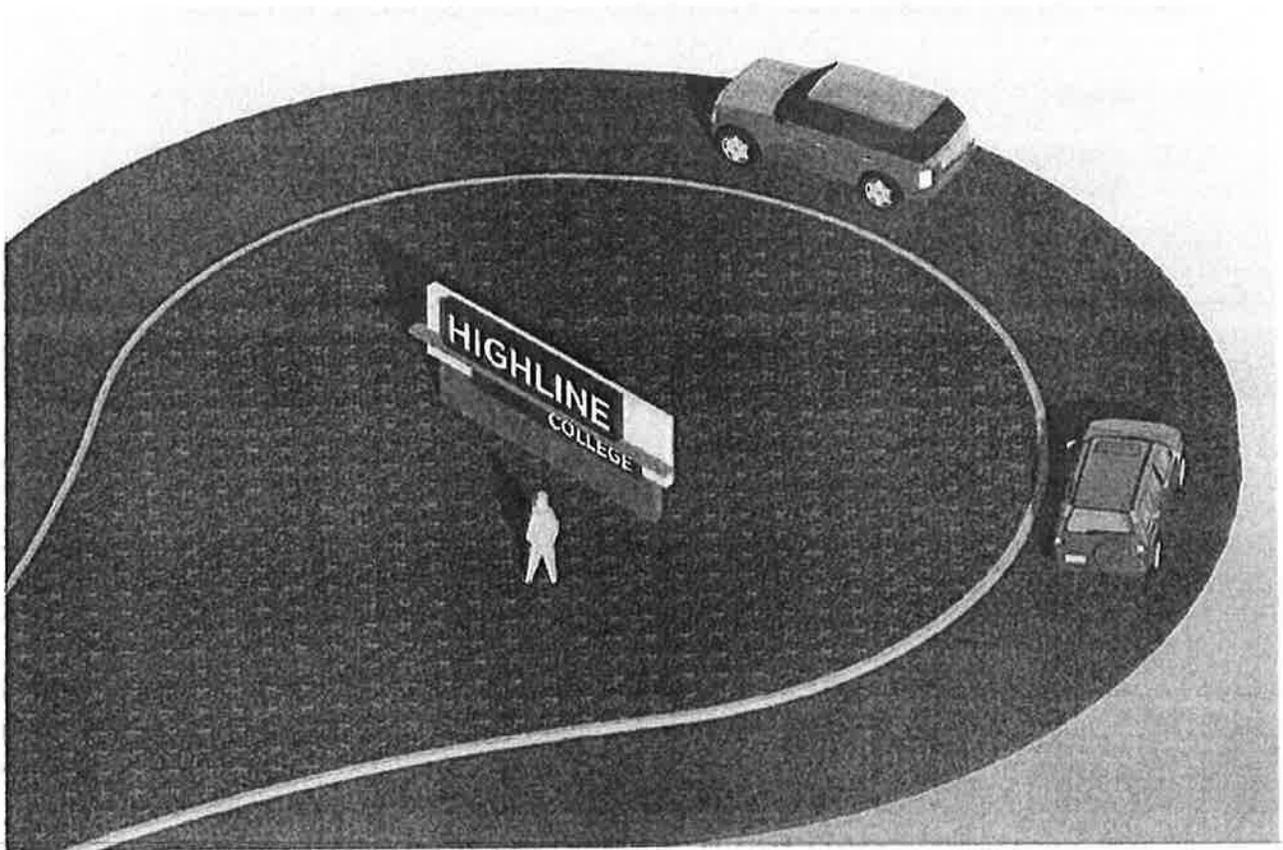
**5** Signs A1 & A2 Dimensioned Elevation & Finish Callouts  
 3/8" = 1'-0"



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

Connect with us  
[facebook.com/SoundTransit](https://www.facebook.com/SoundTransit)  
[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

Connect with us  
[facebook.com/SoundTransit](https://www.facebook.com/SoundTransit)  
[twitter.com/SoundTransit](https://twitter.com/SoundTransit)



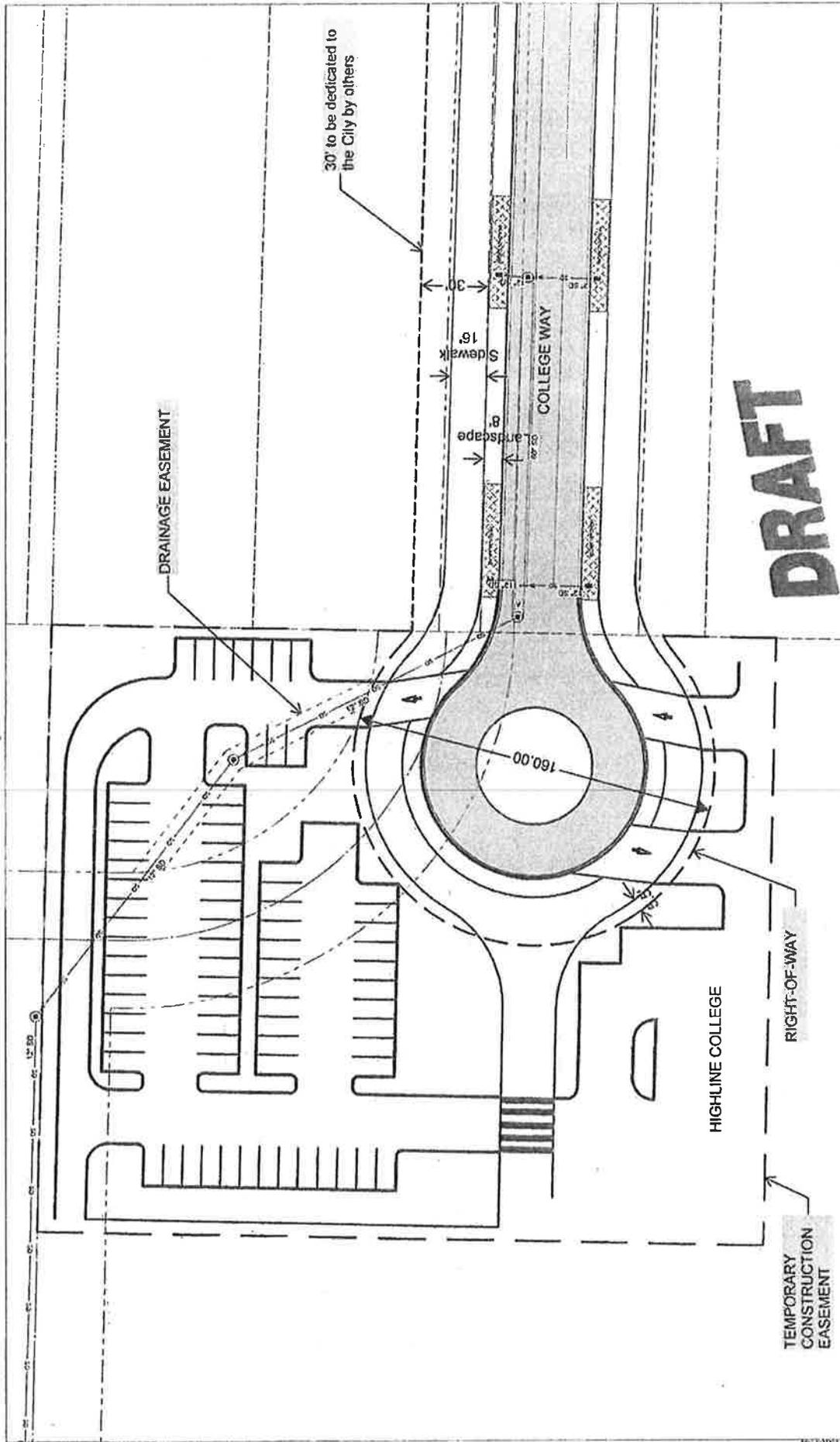
**From:** Dan Brewer [<mailto:DBrewer@desmoineswa.gov>]  
**Sent:** Wednesday, June 27, 2018 2:59 PM  
**To:** Lowry, Soraya <[Soraya.Lowry@soundtransit.org](mailto:Soraya.Lowry@soundtransit.org)>  
**Cc:** Grant Fredricks <[GFredricks@desmoineswa.gov](mailto:GFredricks@desmoineswa.gov)>  
**Subject:**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

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

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



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.

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

Sound Transit

HDR

SCALE IN FEET

30 15 0 30 45

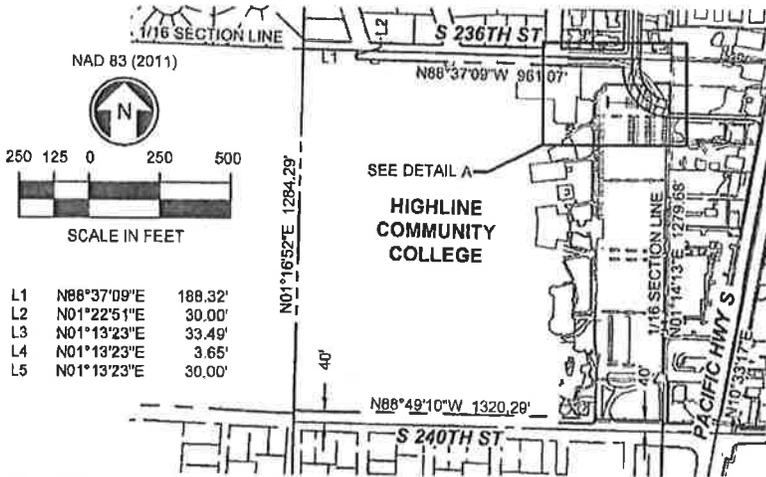
0 15 30 45 60 75 90 105 120

0 15 30 45 60 75 90 105 120

0 15 30 45 60 75 90 105 120

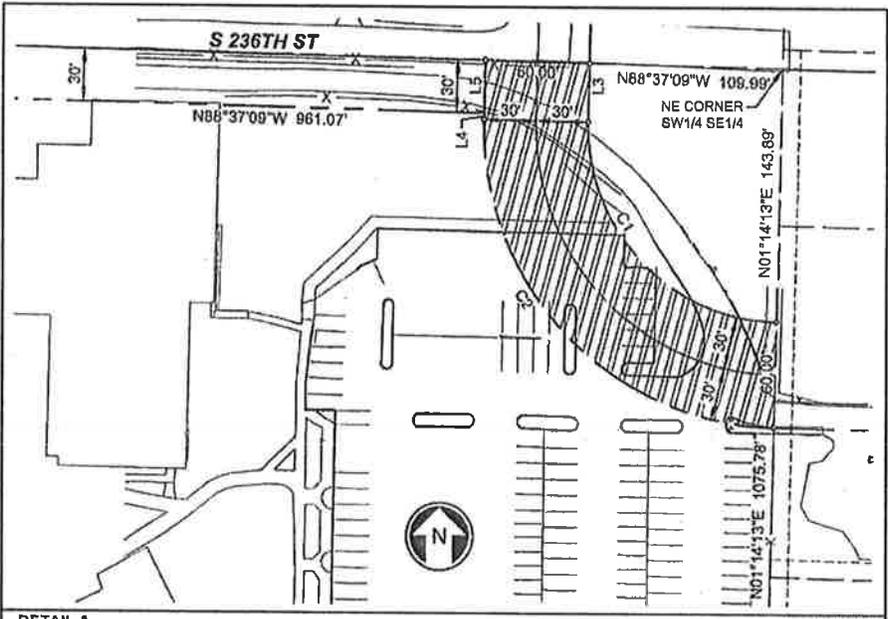
# SOUTH 236TH STREET VACATION

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°44'30" R=170.71' L=267.36'  
N88°46'37"W (R) S01°28'53"W (R)



**DETAIL A** 1"=80'

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

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.

STREET VACATION

**L & A** LIN & ASSOCIATES

LINK LIGHT RAIL TRANSIT SYSTEM



STREET VACATION AREA: \_\_\_\_\_ 15,230 SF

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

ASSESSOR NO.: N/A      DATE: 08/21/2018

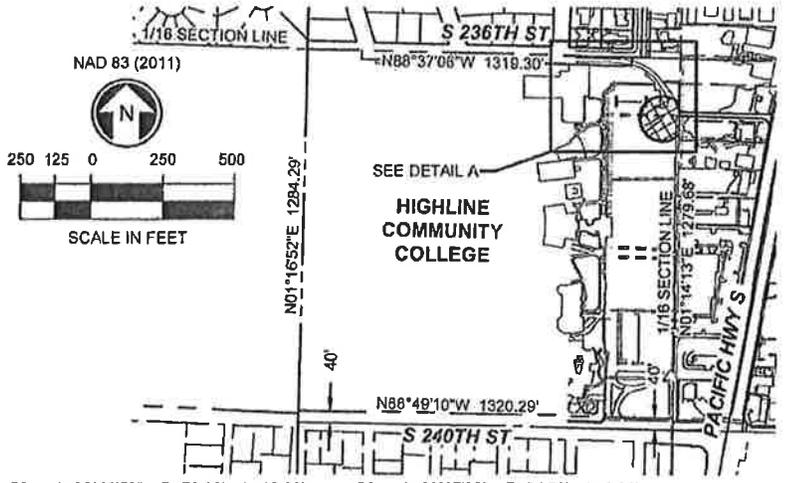
OWNER: CITY OF DES MOINES

BLOCK NO.: N/A      LOT NO.: N/A

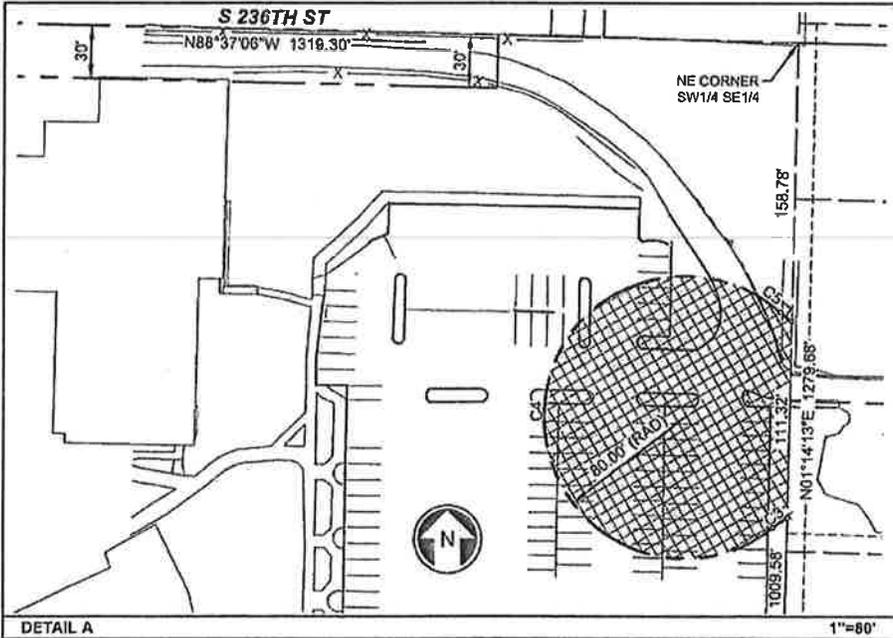
CITY OF DES MOINES      KING COUNTY, WA

# SOUTH 236TH STREET DEDICATION

SW 1/4 SE 1/4 SEC 16, T 22 N, R 4 E, W.M.



- C3 Δ=08°10'59" R=70.00' L=10.00'  
N30°08'41"W (R) N38°19'40"W (R)
- C4 Δ=260°35'48" R=80.00' L=363.86'  
N42°45'51"E (R) S38°55'48"E (R)
- C5 Δ=08°37'39" R=54.50' L=8.21'  
S42°16'09"W (R) S33°38'30"W (R)



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

DRAFT



STREET DEDICATION AREA: 18,567 SF



**EXHIBIT "C"**  
**R/W S 236TH ST DEDICATION**

ASSESSOR NO.: 1622049016    DATE: 06/21/2018

OWNER: HIGHLINE COMMUNITY COLLEGE

BLOCK NO.: N/A    LOT NO.: N/A

CITY OF DES MOINES    KING COUNTY, WA

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. FL227.1  
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



63-1042

R/W 1777

# 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 \*  
\*  
\*\*\*\*\*

O R D E R  
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.

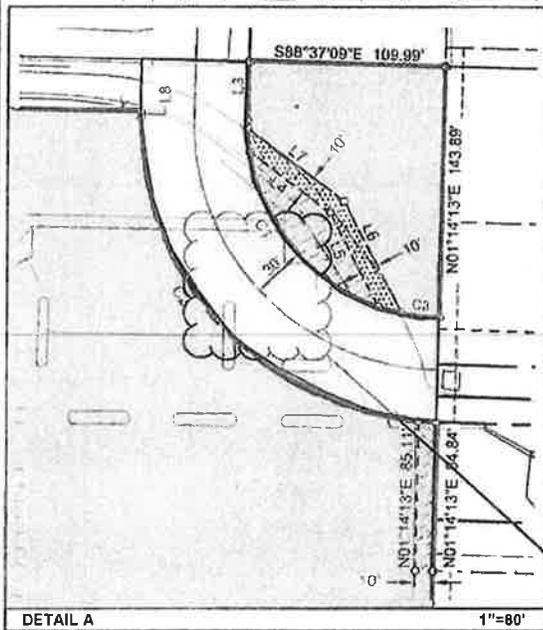
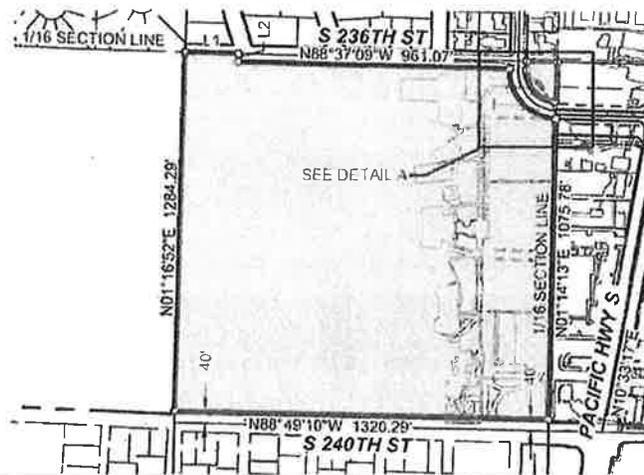
Dated this 27<sup>th</sup> day of November, A.D., 1963.

STATE OF WASHINGTON  
DEPARTMENT OF NATURAL RESOURCES

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

DEC 19 1963 78  
pp. No. 2685

**TEMPORARY CONSTRUCTION EASEMENT  
AND DRAINAGE EASEMENT**  
SW 1/4 SE 1/4 SEC 16, T 22 N, R 4 E, W.M.



- C1 Δ=89°36'33" R=110.71' L=173.15'  
N88°46'37"W (R) S01°36'50"W (R)
- C2 Δ=89°44'30" R=170.71' L=267.38'  
N88°46'37"W (R) S01°28'53"W (R)
- C3 Δ=11°04'18" R=110.29' L=21.31'  
N12°28'17"W (R) S01°23'59"W (R)

- L1 N88°37'09"E 188.32'
- L2 N01°22'51"E 30.00'
- L3 N01°13'23"E 33.49'
- L4 N52°28'14"W 56.89'
- L5 N26°46'03"W 60.19'
- L6 N26°46'03"W 71.78'
- L7 N52°28'14"W 68.25'
- L8 N01°13'23"E 3.65'

Parcel 1622049016  
Highline College

60' wide area  
dedicated as public  
right-of-way

NAD 83 (2011)

LEGEND	
	LIGHT RAIL TRANSIT WAY
	STREET RIGHT-OF-WAY LINE
	STREET CENTER LINE
	PLATTED LOT LINE
	PROPERTY LINE
	PARENT PARCEL
	FEE TAKE LINE
	EASEMENT LINE PERMANENT
	EASEMENT LINE TEMPORARY

TEMP CONST ESMT

PERMANENT ESMT

250 125 0 250 500

SCALE IN FEET

**SOUNDTRANSIT**

**HR**

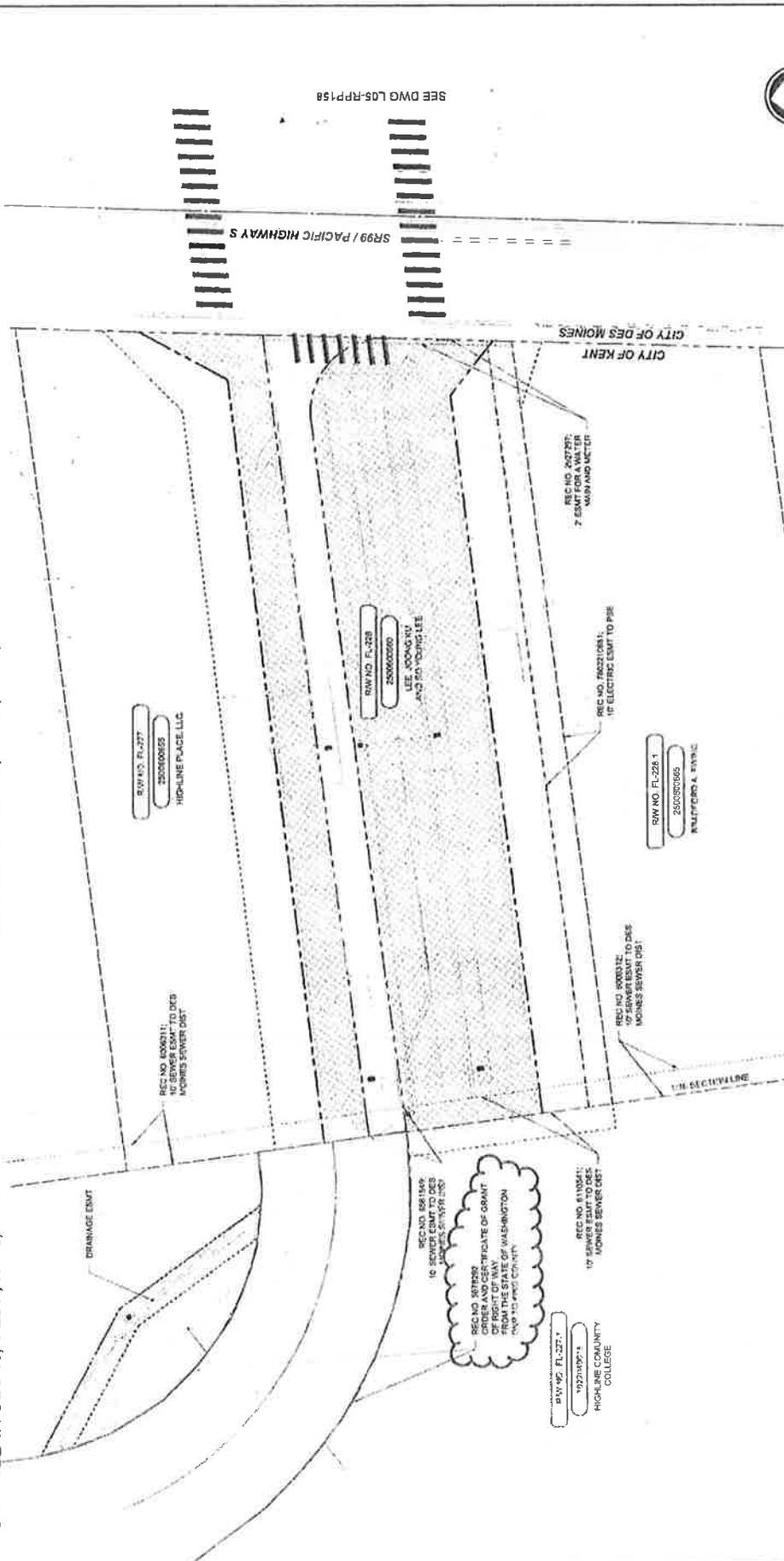
**L & A** LIN & ASSOCIATES

LINK LIGHT RAIL TRANSIT SYSTEM

PARCEL AREA:	1,647,889 SF
DRAINAGE ESMT:	1,290 SF
CONST ESMT:	4,106 SF
<b>EXHIBIT "C"</b>	
<b>R/W NO. FL-227.1 PARCEL MAP</b>	
ASSESSOR NO.:	1622049016
DATE:	10/24/2017
OWNER:	HIGHLINE COMMUNITY COLLEGE
BLOCK NO.:	N/A
LOT NO.:	N/A
CITY OF DES MOINES	KING COUNTY, WA

SE 1/4 SE 1/4 SEC 16, T 22 N, R 4 E; W.M.

SW 1/4 SE 1/4 SEC 16, T 22 N, R 4 E; W.M.



SOUND TRANSIT ROW NO.	PARCEL NO. (TAX ACCOUNT NO.)	OWNERS	PARCEL AREA SQ. FT.	FEE TAKE SQ. FT.	REMAINDER SQ. FT.	GUIDEWAY/ PERMANENT ESMT SQ. FT.	TEMPORARY CONSTRUCTION ESMT SQ. FT.	KING CO. RECORDING NO.
1	FL-227 250000635	HIGHLINE PLACE LLC	33,724	0,999	27,653	16,282	6,812	
2	FL-227 162276974	HIGHLINE COMMUNITY COLLEGE	1,212,135	18,154	8,737	8,133	4,300	
3	FL-228 250000660	LEE, JOONG-IL AND SO-YOUNG LEE	28,891				8,237	
4	FL-228.1 250000655	BRADFORD A. EWING	22,310				168	



PRELIMINARY ENGINEERING NOT FOR CONSTRUCTION

**CONCEPTUAL DESIGN DRAWINGS**

DATE: 08/07/2017  
 DRAWN BY: J. GIBSON  
 CHECKED BY: A. EBY  
 DESIGNED BY: J. GIBSON

**L & A**  
 LAND SURVEYING & ENGINEERING  
 1000 13th St SW, Kent, WA 98040  
 (206) 835-1100

**SOUND TRANSIT**  
 1000 13th St SW, Kent, WA 98040  
 (206) 835-1100

**FEDERAL WAY LINK EXTENSION**  
 CONTRACT NUMBER: L05-RPP-160  
 PRESCRIPTIVE  
 RIGHT-OF-WAY PLAN  
 KENT DES MOINES STATION

## 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*



**Opinion of Probable Cost Worksheet**

Project	HC 236th Entrance	By	Dan Veldee
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>

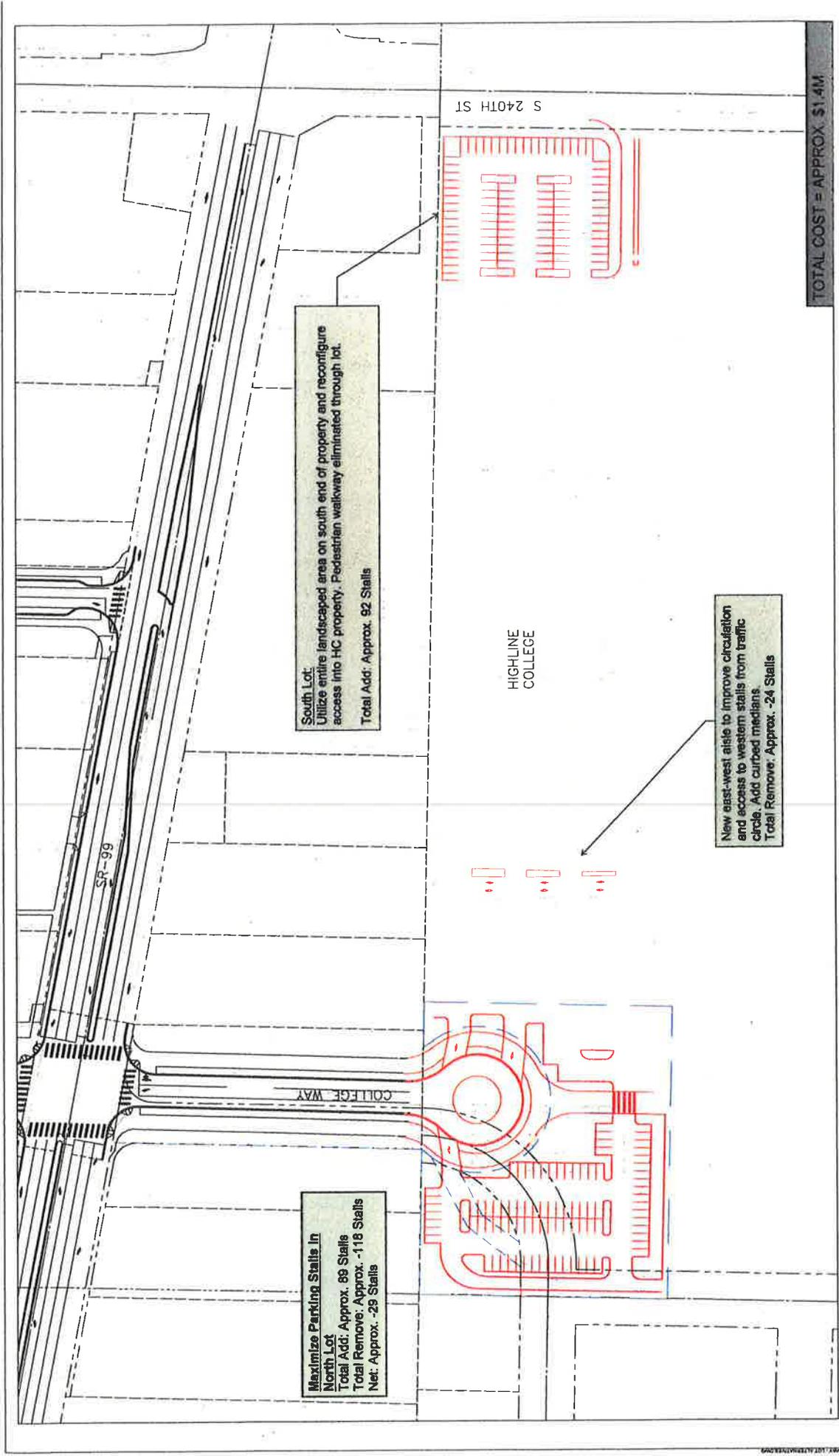
<b>Pavement</b>				
Description	QTY	Unit	Unit Price	Cost
Pavement, HMA CL 1/2 IN	950	TN	\$160.00	\$152,000.00
Mineral aggregate Type 1	1,900	TN	\$42.00	\$79,800.00
Curb and gutter	2,500	LF	\$23.00	\$57,500.00
Concrete Pavement	2,000	SY	\$60.00	\$120,000.00
Pavement markings	1	LS	\$5,000.00	\$5,000.00
<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>

- Assumptions:
- Soft costs including Washington State sales tax, Highline College administrative costs, permit fees and design fees are not included in this estimate.
  - Unit prices derived from 2015 SDOT unit cost report, and current WSDOT unit bid tabulation standards.
  - 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.





**Maximize Parking Stalls in North Lot**  
 Total Add: Approx. 89 Stalls  
 Total Remove: Approx. -29 Stalls  
 Net: Approx. -118 Stalls

**South Lot:**  
 Utilize entire landscaped area on south end of property and reconfigure access into HC property. Pedestrian walkway eliminated through lot.  
 Total Add: Approx. 92 Stalls

**New east-west aisle to improve circulation and access to western stalls from traffic circle. Add curbed medians**  
 Total Remove: Approx. -24 Stalls

TOTAL COST = APPROX. \$1.4M



**CONCEPTUAL DESIGN**

**Highline College  
 Parking Alternatives  
 9/5/2018**

**SOUND TRANSIT FEDERAL WAY LINK EXTENSION**



