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RESOLUTION NO. 12-001

A RESOLUTION of the City Council of the City of SeaTac, Washington amending the City Council Administrative Procedures and repealing Resolution 11-006 related to Council Committee meeting times.

WHEREAS, the City Council desires to eliminate the current Council Committee structure and replace it with Council Study Sessions; and

WHEREAS, it is necessary adopt a meeting schedule by formal Resolution in order to comply with the Open Public Meetings Act;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SEATAC, WASHINGTON HEREBY RESOLVES as follows:

Section 1. The City Council Administrative Procedures are hereby amended as follows:

Section 2. Presiding Officer

- (A) All ~~Regular and Special~~ Meetings of the City Council shall be presided over by the Mayor, or in his/her absence, by the Deputy Mayor. If neither the Mayor nor the Deputy Mayor are present at a meeting, the Presiding Officer for that meeting shall be elected by a majority of those Councilmembers present, ~~provided there is a quorum.~~
- (B) In the absence of the City Clerk, the Deputy City Clerk or other qualified person appointed by the City Manager may perform the duties of the City Clerk at such meeting.
- (C) The appointment of a Councilmember as Mayor or Deputy Mayor shall not in any way abridge his/her right to vote on matters coming before the Council at such meeting.
- (D) The Mayor shall preserve strict order and decorum at all meetings of the Council. The Mayor shall state all questions coming before the Council, provide opportunity for discussion by Councilmembers, and announce the decision of the Council on all subjects. Procedural decisions made by the Mayor may be overruled by a majority vote of the Council.

Section 3. Council Committees and Representatives

- ~~(A) There are established the following four (4) Standing Committees of the City Council, that shall consist of not more than three (3) members each. The Mayor~~

~~shall appoint the Chairperson and the membership of each Committee. The Standing Committees shall meet at such dates and times as set by Resolution, and the agenda for any Standing Committee Meeting shall be posted prior to the meeting. The Standing Committees shall consider and may make policy and legislative recommendations to the City Council on items referred to the Committee by the Mayor, the Council, or the City Manager. The Standing Committees are as follows:~~

- ~~(1) **Transportation and Public Works Committee**, which shall consider matters related to transportation policy, transportation projects, and utility issues and will meet at such regular dates and times as may be pre-determined by the Committee. The Chair of this Committee shall issue a status report at the next Regular Council Meeting following the Committee meeting.~~
- ~~(2) **Administration and Finance Committee**, which shall consider matters related to administrative and procedural issues, financial issues, human services and contracts negotiations and will meet at such regular dates and times as may be pre-determined by the Committee. The Chair of this Committee shall issue a status report at the next Regular Council Meeting following the Committee meeting.~~
- ~~(3) **Land Use and Parks Committee**, which shall consider matters related to parks, land use and development regulation issues and will meet at such regular dates and times as may be pre-determined by the Committee. The Chair of this Committee shall issue a status report at the next Regular Council Meeting following the Committee meeting.~~
- ~~(4) **Public Safety and Justice Committee**, which shall consider matters related to police and fire issues and will meet at such regular dates and times as may be pre-determined by the Committee. The Chair of this Committee shall issue a status report at the next Regular Council Meeting following the Committee meeting.~~

(BA) The Mayor or a majority of the City Council may establish such Ad Hoc Committees as may be appropriate to consider special matters ~~that do not readily fit the Standing Committee structure or~~ that require a special approach or emphasis. Such Ad Hoc Committees may be established and matters referred to them at Regular Council Meetings. The Mayor shall appoint Council representatives to intergovernmental Councils, Boards and Committees, including such Ad Hoc Committees.

(CB) Ad Hoc Council Committees shall consider matters referred to them. The Committee Chair shall report to the Council on the final findings of the Committee and shall provide interim status to the Council at a frequency determined by the Mayor. Committees may refer items to the Council with no Committee recommendation.

Section 4. Meetings

- (A) **Meetings declared open and public.** All meetings of the City Council and its Committees shall be open to the public and all persons shall be permitted to attend any meeting of these bodies.
- (B) **Study Sessions.** The City Council shall hold Study Sessions on the second and fourth Tuesday of each month at 4:00 p.m. except if at any time any Study Session falls on a holiday, the Council shall meet on the next business day at the same hour. The City Council shall meet at SeaTac City Hall, unless otherwise publicly announced. Meetings may be canceled by majority vote of the Council and public notice given by posting such notice at City Hall.
- (C) **Regular Meetings.** The City Council shall meet regularly on the second and fourth Tuesday of each month at 6:00 p.m. except if at any time any Regular Meeting falls on a holiday, the Council shall meet on the next business day at the same hour. The City Council shall meet at SeaTac City Hall, unless otherwise publicly announced. Meetings may be canceled by majority vote of the Council and public notice given by posting such notice at City Hall.
- (D) **Special Meetings.** Special Meetings may be called by the Mayor or three Councilmembers by written notice delivered to each member of the Council and City Clerk at least 24 hours before the time specified for the proposed meeting. Legal and public notice requirements must be met by posting the appropriate notice of the Special Meeting at City Hall. See RCW 42.30.080.
- (E) **Adjournments.** Any Regular, adjourned Regular, Special or adjourned Special Meeting may be adjourned in the manner as set forth in RCW 42.30.090.
- (F) **Continuances.** Any Hearing being held or ordered to be held by the City Council may be continued in the manner set forth by RCW 42.30.100.
- (G) **Executive Sessions.** The City Council may hold an Executive Session during a Regular or Special Meeting to consider certain matters as set forth in RCW 42.30.110, or as otherwise permitted by law.
- (H) **Quorum.** At all Meetings of the City Council, four members shall constitute a quorum for the transaction of business.
- (I) **Seating.** Members of the City Council will be seated at the Council table according to position number of Councilmembers, except that, at the Mayor's discretion, the Mayor may be seated at the center seat and the Deputy Mayor may be seated directly to the left of the Mayor.
- (J) **Minutes.** ~~Minutes of Regular and Special all meetings of the Council Council Meetings, and minutes synopsis of Council Committee Meetings,~~ will be included in the Regular Meeting Consent Agenda for consideration and approval. Regular Council Meetings shall be recorded and such recordings shall be maintained and kept for future reference,

in accordance with the applicable records retention schedule.

Section 5. Format for Agendas for Council Meetings

- (A) The City Manager and the City Clerk will prepare a proposed agenda for all meetings of Council, which shall be approved by the Mayor or designee, according to the order of business.—After the proposed agenda has been approved, ~~by the Mayor, or designee,~~ the City Clerk shall prepare the final Council packet, which shall be distributed.
- (B) The City Council shall hold Study Sessions in order to address City business in advance of Regular Council Meetings. A majority of Councilmembers present may place items addressed at Study Sessions on the next Regular Council Meeting agenda. Ordinarily, items may not be referred to the Regular Council Meeting on the same day as the Study Session in which the item was discussed, unless the Mayor or a majority of the Councilmembers present agree that there are extraordinary or urgent circumstances or that it is in the best interest of the City. A majority of Councilmembers present may also refer an item to a subsequent Study Session in order to study the item further.
- (C) The format of the Regular City Council Meeting agenda shall substantially be as follows:
- (1) Call to Order.
 - (2) Roll Call.
 - (3) Pledge of Allegiance.
 - (4) Initial Public Comments.
 - (a) Individual comments shall be limited to three minutes in duration and group comments shall be limited to ten minutes. To constitute a group, there must be four or more members, including the speaker, at the meeting. The Mayor or designee shall be responsible for the allocation of the appropriate time limitations.
 - (5) Presentations, including introduction of new employees, awards, and Certificates of Appointment, Appreciation, or Recognition.
 - (6) Public Hearings.
 - (a) At Public Hearings required by City, State, or Federal law or as Council may direct, where a general audience is in attendance to present input or arguments for or against a public issue:
 - The City Manager or designee shall present the issue to the Council and respond to questions.
 - Members of the public may speak for no longer than five minutes. No member of the public may speak for a second time until every

person who wishes to speak has had an opportunity.

- Councilmembers may ask questions of the speaker and the speaker may respond, but may not engage in further debate. As a general rule, the Council will not respond to requests by members of the public for information, but staff shall respond as soon as possible and shall advise the Council.
- The public comments will then be closed but Councilmanic discussion may ensue if the Council so desires. In the alternative, the Public Hearing may be continued by majority vote, or the Council may recess to deliberate and determine findings of fact, if appropriate, and to reach a final decision which may be announced immediately following such deliberations or at a subsequent date.

(b) The following procedure shall apply to quasi-judicial Public Hearings:

- The Hearings Examiner, City Manager, or designee will present a summary of the subject matter and any findings and will respond to Council questions.
- The proponent spokesperson shall speak first and be allowed twenty minutes and Council may ask questions.
- The opponent spokesperson shall be allowed 20 minutes for presentation and Council may ask questions.
- Each side shall then be allowed five minutes for rebuttal.
- After each proponent and opponent has used his/her speaking time, Council may ask further questions of the speakers, who may respond.
- The Mayor may exercise a change in the procedures, but said decision may be overruled by a majority vote of the City Council.

(7) New Business (as related to a Public Hearing).

(8) Discussion Items.

(a) Summary of \$5,000 - \$35,000 Purchase Requests.

(b) Summary of Donations Received by the City.

(9) Agenda Bill Presentations. This section of the agenda shall include Ordinances, Resolutions, and Motions. The following procedures shall apply:

(a) The Chairperson or designee may read the item by title only, or if

requested by any Councilmember, the document may be read in its entirety.

- (b) The City Manager or designee will give a presentation. When Staff gives a presentation which includes a recommendation from a City Commission or Advisory Committee then that Commission or Advisory Committee, or a designee, shall be given an opportunity to express its viewpoint during this presentation.
- (c) The Council may then discuss the item and/or question the presenter of the item.
- (d) The Council shall determine what action should be taken regarding the presented item [i.e. placement on Consent Agenda, placement under unfinished business, place item on future Council Agenda, or refer item back to Council Committee].

(1) Any presented item may be postponed and placed on the next Council agenda upon the request of one Councilmember. However, this subsection does not apply if the presented item had been previously postponed or formally presented to the Council at a previous Council meeting.

(10) Consent Agenda.

- (a) Contains items placed on the Consent Agenda by the Mayor and Council including but not limited to:
 - Approval of vouchers.
 - Approval of \$5,000 - \$35,000 purchase requests.
 - Approval of donations received by the City.
 - Approval of minutes.
 - Enactment of Ordinances, Resolutions, and Motions when placed on the Consent Agenda by Council consensus.
 - Notwithstanding the above, any item may be removed from the Consent Agenda if so requested by any Councilmember.
- (b) A motion at this time will be in order.
- (c) Public Comments regarding Consent Agenda.
 - Individual comments regarding the Consent Agenda shall be limited to one minute in duration and group comments shall be limited to two minutes. The Mayor or designee shall be responsible for the allocation

of the appropriate time limitations.

(d) The Council will vote upon the Consent Agenda.

(11) Public Comments regarding items placed on Unfinished Business.

Individual comments shall be limited to two minutes in duration and group comments shall be limited to five minutes. The Mayor or designee shall be responsible for the allocation of the appropriate time limitations.

(12) Unfinished Business. This section of the agenda shall include Ordinances, Resolutions, and Motions previously discussed at a Regular or Special Council Meeting and items that had been discussed earlier at the Meeting under Section 9, Agenda Bill Presentations, but not placed on the Consent Agenda. The following procedures shall apply:

(a) The item being discussed will be identified.

(b) A motion at this time will be in order.

(c) The Council may then discuss the item.

(d) The Council will vote upon the item under consideration.

(13) New Business (not related to a Public Hearing). This section of the agenda shall include Ordinances, Resolutions, and Motions not previously discussed at a Regular or Special Council Meeting. The procedures that apply during this section shall be the same as those under Unfinished Business. The time limit for public comment is the same as provided by subsection 11, and shall be allowed prior to Council action.

(14) City Manager Comments. Reports on special interest items from the City Manager.

(15) Council Comments.

(16) Executive Session, if scheduled or called. However, an Executive Session may be scheduled or called at any time if deemed by the Mayor or by action of the Council to be appropriate at some point in time other than at the end of the meeting. The procedure for conduct of an Executive Session is set forth at Section 12 of these Administrative Procedures.

(17) Adjournment. A Motion to Adjourn.

(B) The format of any Special Meeting shall be as follows:

Special Meetings are meetings in which the date and/or time are set outside of a regular schedule. Only the designated agenda item(s) shall be considered. The format will

follow that of a Regular Meeting, as appropriate. Applicable provisions of Section 7 shall govern conduct of Special Meetings.

Section 2. All Meetings of the City Council shall be open to the public and shall be held at the SeaTac City Hall, 4800 South 188th Street, SeaTac, Washington 98188, as follows:

Study Sessions. 3:00 p.m. on the second and fourth Tuesday of each month.

Regular Council Meetings. 6:00 p.m. on the second and fourth Tuesday of each month.

and except that, if any such meeting shall fall upon a holiday, the scheduled meeting shall be held on the next business day, commencing at the same hour.

Section 3. Resolution 11-006 is hereby repealed.

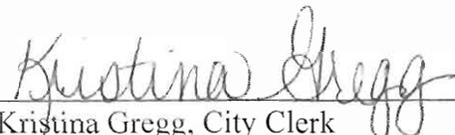
PASSED this 10th day of January, 2012 and signed in authentication thereof on this 10th day of January, 2012.

CITY OF SEATAC



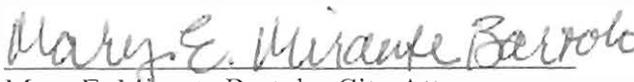
Tony Anderson, Mayor

ATTEST:



Kristina Gregg, City Clerk

Approved as to Form:



Mary E. Mirante Bartolo, City Attorney

[Council Procedures and Repeal Resolution 11-006]

RESOLUTION NO. 12-002

A RESOLUTION of the City Council of the City of SeaTac, Washington endorsing a Safe & Complete Streets Plan.

WHEREAS, the City of SeaTac received a Communities Putting Prevention to Work (CPPW) grant, which allowed the City to research and develop a Safe & Complete Streets Plan; and

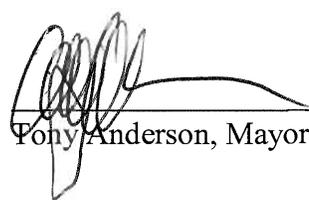
WHEREAS, the City Council wishes to endorse the Safe & Complete Streets Plan; and

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SEATAC, WASHINGTON HEREBY RESOLVES as follows:

The SeaTac City Council endorses the Safe & Complete Streets Plan, which is attached to this Resolution as Exhibit A. Elements of the Safe & Complete Streets Plan should be incorporated as practicable into future Comprehensive Plan amendments.

PASSED this 24th day of January, 2012 and signed in authentication thereof on this 24th day of January, 2012.

CITY OF SEATAC



Tony Anderson, Mayor

ATTEST:



Kristina Gregg, City Clerk

Approved as to Form:



Mary E. Mirante Bartolo, City Attorney



CITY OF SEATTLE

DRAFT SAFE AND COMPLETE STREETS PLAN

POLICIES AND PROGRAM DEVELOPMENT RECOMMENDATIONS FOR

STREETSMITH AND OTHER SYSTEMS

2014.06.01

Acknowledgements

SEATAC CITY COUNCIL MEMBERS

Tony Anderson, Mayor
Mia Gregerson, Deputy Mayor
Terry Anderson, Former Mayor (2010-2011)
Gene Fisher*, Former Deputy Mayor (2010-2011)
Dave Bush**
Pam Fernald
Rick Forschler
Barry Ladenburg**
Ralph Shape*

* Council term ended 2011.

** Council term began 2012.

PLANNING COMMISSION

Daryl Tapio, Chair
Roxie Chapin, Vice-Chair
Tom Dantzler
Jeff Guite
Barry Ladenburg*

* Planning Commission term ended 2011.

CITY MANAGER'S OFFICE

Todd Cutts, City Manager
Colleen Brandt-Schluter, Human Services Manager
Soraya Lowry, Program Manager

PUBLIC WORKS STAFF

Tom Gut, Public Works Director
Susan Sanderson, City Engineer

COMMUNITY AND ECONOMIC DEVELOPMENT STAFF

Cindy Baker, Community and Economic Development Director
Jeff Robinson, Economic Development Manager
Kate Kaehny, Senior Planner
Anne Antonini, CPPW Program Manager

PARKS AND RECREATION STAFF

Kit Ledbetter, Parks and Recreation Director
Lawrence Ellis, Assistant Parks and Recreation Director
Gwen Rathe, Administrative Assistant III

GIS STAFF

Bart Perman, Systems Administrator
Zinta Smidgens, GIS Coordinator/Analyst
Scott Wong, GIS/Systems Analyst
Chiaki Sakuma, GIS Analyst

HIGHLINE SCHOOL DISTRICT AND PARTNERS

Valerie Allen, Highline School District
Daniel Yarbrough, Principal, Madrona Elementary
Kathy Allen, Madrona Elementary
Karin Jones, Principal, McMicken Heights Elementary
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Rick Wisen, Principal, Hilltop Elementary
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ALTA PLANNING AND DESIGN

Dana Dickman
Kim Voros
Nick Falbo

The Communities Putting Prevention to Work (CPPW) Grant was awarded to SeaTac as part of a county-wide effort to increase physical activity in King County cities. This grant was made possible by these funds.



4800 South 188th Street
SeaTac, WA 98188-8605

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January 24, 2012

SUBJECT: Draft SeaTac Safe & Complete Streets Plan

Dear SeaTac residents, workers, and visitors,

I am pleased to present you with the City of SeaTac's Draft Safe & Complete Streets Plan—a document that provides a vision for SeaTac's goal of becoming a more walkable, bikeable City. The proposed Draft Safe & Complete Streets Plan is a long-range plan that outlines proposed goals for the development of pedestrian and bicycle networks through the year 2040, with ideas on how to make it safer and easier to walk or bike, whether young or old, walker or wheelchair user, bus rider or business owner.

The Draft Safe & Complete Streets Plan is intended to be a resource for the upcoming Transportation Plan update and the 2014 Major Comprehensive Plan update. The recommendations identified within the Plan are anticipated to be integrated within and considered for adoption as part of the Transportation Plan and Comprehensive Plan update processes.

Thank you for taking the time to read the Draft Safe & Complete Streets Plan. If you have any suggestions or comments that you would like to have considered regarding the Plan, please contact Kate Kaehny, Senior Planner, Department of Community and Economic Development, at 973-4750.

Sincerely,

A handwritten signature in black ink that reads "Todd Cutts".

Todd Cutts,
SeaTac City Manager

Mayor
Tony Anderson

Deputy Mayor
Mia Gregerson

Councilmembers
Barry Ladenburg
Rick Forschler
Terry Anderson
Dave Bush
Pam Fernald

City Manager
Todd Cutts

City Attorney
Mary Mirante Bartolo

City Clerk
Kristina Gregg

Executive Summary

INTRODUCTION

Whether you walk, drive, bike or take transit, SeaTac's streets and street networks are to serve a wide range of appropriate users in a safe and convenient way. SeaTac's Draft Safe & Complete Streets Plan was developed to ensure that residents, businesses, employees and out-of-town guests have enjoyable and safe experiences utilizing the City's transportation facilities, especially while walking and bicycling in SeaTac's neighborhoods.

PURPOSE AND GOALS

The Draft Safe & Complete Streets Plan is a long-range plan that outlines goals for the development of SeaTac's pedestrian and bicycle networks through the year 2040. The recommendations identified within the Plan are anticipated to be integrated within and considered for adoption as part of the upcoming Transportation Plan and Major Comprehensive Plan update processes.

The specific goals of the Plan are to:

- Improve safety for all users and all modes in the right-of-way;
- Support efforts to define and complete the City's pedestrian and bicycle networks;
- Focus improvements to the pedestrian and bicycle network to where they do the most good;
- Encourage multi-modal transportation including walking, biking, and transit within SeaTac; and,
- Create more opportunities for SeaTac's residents, workers, and visitors to enjoy an active lifestyle through walking and bicycling.

GUIDING POLICIES

While the Safe & Complete Streets Plan is already supported by existing policies in the City's 2011 Comprehensive Plan, enhancements have been achieved by the proposed new and revised policies identified in this Draft Plan. These policy proposals are provided in their entirety in Appendix A: Proposed New and Revised Policies.

DEMAND FOR NON-MOTORIZED TRANSPORTATION IN SEATAC

In developing a non-motorized network, it is important to ascertain where people are most likely to walk or ride their bikes currently and in the future. Using the Non-Motorized Transportation Demand Map developed by the Neighborhood Sidewalk Ad Hoc Committee, the following locations were identified as those locations where people are most likely to walk or bicycle:

- Schools
- Neighborhood Commercial Areas
- Medical Centers
- Libraries
- Churches
- City Facilities

PEDESTRIAN NETWORK

EXISTING CONDITIONS

SeaTac's existing pedestrian system is made up of sidewalks, paved shoulder walkways, paved separated walkways, and multi-use trails. Pedestrian facilities exist along most of the arterial road network which has been built out with sidewalks or paved designated walkways on at least one side of the roadways. However, a majority of non-arterial neighborhood streets do not have pedestrian facilities that separate the users from the street.

GAP ANALYSIS

In order to evaluate where gaps in the pedestrian network currently exist, an analysis was undertaken where a range of gaps were identified including short "missing links" on a specific street or path corridor, to "system gaps", where larger areas lack appropriate pedestrian facilities. The Pedestrian System Gap Analysis Map identifies gaps in the existing network of on-street bicycle and multi-use trail system.

PROPOSED PEDESTRIAN NETWORK

The City of SeaTac wants to develop a pedestrian network that provides pleasant, safe and direct access to community destinations including parks and schools, commercial and civic services and facilities, and transportation facilities. This Plan proposes a pedestrian network that fills in existing facility gaps, and enhances and better connects the city's overall road system. Because a majority of SeaTac's arterial streets have been built out with pedestrian facilities, most of the recommended network improvements are located on local neighborhood (non-arterial) streets. Specific recommendations for improving SeaTac's pedestrian routes can be found in the Draft Proposed Pedestrian Network Map.

BICYCLE NETWORK

EXISTING CONDITIONS

The City of SeaTac existing bike network includes both on-street and off-street facilities including bike lanes and multi-use trails. The Bicycle Route Existing Conditions Map defines and identifies specific locations of bicycle lanes and trails.

GAP ANALYSIS

Bikeway gaps exist in various forms, ranging from short segments on a specific street or path corridor, to larger geographic areas with few or no facilities at all. The best general street connectivity exists to the east of SeaTac International Airport in the McMicken Heights neighborhood centered around 34th Ave S & S 170th St, where the denser street grid and lower traffic speeds and volumes allows bicyclists a greater range of route choices on local access or non-arterial streets. However, even in this neighborhood, north-south connectivity is limited, and few alternatives exist to the higher speed arterial streets. The Bikeway System Gap Analysis Map identifies gaps in the existing network of on-street bicycle and multi-use trail system.

BICYCLE NETWORK DEVELOPMENT

The City of SeaTac wants to develop a bicycle network that provides safe and direct access to key local and regional destinations while accommodating the full range of the street network's users. The proposed bicycle network recommends a combination of bike lanes or other separated facilities on arterial streets, and shared bicycle and roadway facilities on lower volume residential streets. Specific recommendations for improving the SeaTac bicycle network can be found on the Draft Proposed Bicycle Network Map that follows this discussion. The map shows both the existing and proposed facility types.

SAFE & COMPLETE STREETS FACILITY IMPLEMENTATION

Once the policy framework and Plan are in place, at the time of the Transportation Plan adoption, there are a variety of implementation strategies that can be used to move the Safe and Complete Streets Plan forward.

Two tools are presented in the Safe & Complete Streets Plan for use in future planning and implementation work. The Non-Motorized Alternative Facilities Matrix is an at-a-glance matrix that overlays land uses and street classifications to provide guidance on the types of pedestrian and bicycle facilities that would be appropriate for these spaces. In the Non-Motorized Facilities Matrix Fact Sheets, definitions and images are provided for each pedestrian and bicycle facility option listed in the Matrix in order to give users of the plan illustrative examples of these facilities.

Table of Contents

INTRODUCTION	11
PURPOSE	14
GOALS	15
GUIDING POLICIES	17
GENERAL DISCUSSION	18
IDENTIFICATION OF EXISTING AND PROPOSED POLICIES	18
DEMAND FOR NON-MOTORIZED TRANSPORTATION IN SEATAC	21
BACKGROUND	23
MAPPING THE DEMAND FOR NON-MOTORIZED TRANSPORTATION	23
PEDESTRIAN NETWORK	25
BACKGROUND	27
EXISTING CONDITIONS	27
GAP ANALYSIS	27
PROPOSED PEDESTRIAN NETWORK	31
BICYCLE NETWORK	35
BACKGROUND	37
EXISTING CONDITIONS	37
GAP ANALYSIS	38
PROPOSED BICYCLE NETWORK	45
SAFE AND COMPLETE STREETS FACILITY IMPLEMENTATION	47
FACILITY IMPLEMENTATION TOOLS	49
POTENTIAL FUNDING MECHANISMS	60
APPENDIX A: PROPOSED NEW AND REVISED POLICIES	63
APPENDIX B: SEATAC NEIGHBORHOOD SIDEWALK PROGRAM ANNUAL SIDEWALK PROGRAM	75
APPENDIX C: EXISTING BIKE MAP	79
APPENDIX D: DRAFT PROJECT EVALUATION WORKSHEETS FOR PEDESTRIAN AND BICYCLE PROJECTS	83
APPENDIX E: PUBLIC OUTREACH SUMMARY	87
APPENDIX F: ACTIVE LIVING QUESTIONNAIRES	91
APPENDIX G: SAFE AND COMPLETE STREETS SUPPORTING DOCUMENTS AND RESOURCES	105



The City of SeaTac is committed to making our community a welcoming place. Whether you walk, drive, bike or take transit, our streets should serve everyone in a safe and convenient way. SeaTac's Safe & Complete Streets Plan was developed to ensure that our residents, businesses, employees and out-of-town guests have enjoyable and safe experiences on the City's roads, especially while walking and bicycling in SeaTac's neighborhoods. As home to the Seattle-Tacoma International Airport, SeaTac is unique in that it must serve not only the community within the city limits, but also the region as a hub to major economic and commercial activities. SeaTac recognizes that, in addition to pedestrians, bicyclists and transit vehicles, freight and other commercial vehicles must be accommodated along major arterials. Because of this, it is important to note that SeaTac's Safe & Complete Streets Plan does not intend for all of the City's streets to accommodate all users, but rather, the Plan encourages the development of a safe and complete **network** of streets that accommodates all users in the most appropriate locations.

In many ways SeaTac has been ahead of its peers in thinking about how it uses and manages its public rights-of-way with a robust Neighborhood Sidewalk Program and pedestrian-friendly plans for the City Center and S. 154th St. Station Area. Concerns about livability, economic competitiveness, active living and community vitality have made many communities reconsider how to make streets safer and more attractive for everyone, while supporting economic development. For example, families and friends walking to and from schools or parks need safe places to walk; many employers support transit use by their employees and need connections to and from regional transit services; senior citizens, who may no longer feel comfortable driving, require stable ground to walk on and accessible transit to get around. The Safe & Complete Streets Plan focuses on pedestrians and bicyclists, but it also aims to support the full variety of users that utilize the different parts of SeaTac's motorized and non-motorized transportation systems.

PURPOSE

The Safe & Complete Streets Plan is a long-range plan that outlines goals and policies that support the development of SeaTac's pedestrian and bicycle networks through the year 2040. This Plan compiles the existing and proposed information about the pedestrian and bicycle networks into one document to make it easier to reference the information in the future.

The main purpose of the Plan is to encourage the development of safe streets for all users and all transportation modes by creating robust pedestrian and bicycle networks within the existing SeaTac roadway system. The Plan identifies the locations where SeaTac would like to focus the bicycle and pedestrian activities within the City. By creating a layered network of Safe and Complete Streets that work together to accommodate transit, freight, bicycles, pedestrians and other vehicles, SeaTac can strategically address a variety of user types while implementing improvements. As a result, some streets will have more non-motorized priority and some will have more freight priority. This Plan will allow the City to continue to provide transportation choices to the people who visit, work and live in SeaTac.

RESOURCE FOR TRANSPORTATION PLAN AND MAJOR COMPREHENSIVE PLAN UPDATES

It is also important to note that the Safe & Complete Streets Plan is intended to be a resource for the upcoming Transportation Plan update and 2014 Major Comprehensive Plan update. The recommendations identified within the Safe & Complete Streets Plan, which include refined pedestrian and bicycle policies, networks and implementation tools, are anticipated to be integrated within and considered for adoption as part of the Transportation Plan and Comprehensive Plan update processes.

GOALS

The specific goals of the Plan are to:

- Improve safety for all users and all modes in the right-of-way;
- Support efforts to define and complete the City's pedestrian and bicycle networks;
- Focus improvements to the pedestrian and bicycle network where they serve the most users;
- Encourage multi-modal transportation including walking, biking, and transit within SeaTac; and,
- Create more opportunities for SeaTac's residents, workers, and visitors to enjoy an active lifestyle through walking and bicycling.

The Plan accomplishes these goals through the following actions:

- Providing information on existing pedestrian and bicycle policies, routes and facility implementation;
- Developing implementable, consistent policy recommendations;
- Identifying current gaps in the pedestrian and bicycle networks;
- Proposing future bicycle and pedestrian networks;
- Ensuring that recommendations on non-arterial streets shall be consistent with the existing Neighborhood Sidewalk Program;
- Identifying pedestrian and bicycle facility typologies, which are based on existing functional street classifications, that can implement the goals of the plan; and,
- Positioning SeaTac for external project funding.

GUIDING POLICIES

GENERAL DISCUSSION
IDENTIFICATION OF EXISTING AND PROPOSED POLICIES

GENERAL DISCUSSION

While the Safe & Complete Streets Plan is supported by existing policies in the City's 2011 Comprehensive Plan, policy support is enhanced by the proposed new and revised policies identified in this Plan. The policy proposals advocated within the Safe & Complete Streets Plan are highlighted in the following discussion and provided in their entirety in *Appendix A: Proposed New and Revised Policies*. These policy proposals are intended to inform and be a resource for the upcoming Transportation Plan and Major Comprehensive Plan updates.

IDENTIFICATION OF EXISTING AND PROPOSED POLICIES

Existing Safe & Complete Streets Policies in 2011 Comprehensive Plan

SeaTac's Comprehensive Plan encourages walking, bicycling and other aspects of safe and complete streets. Goals and policies are included within the following Elements: Transportation, Land Use, Economic Vitality, Community Image and Parks, Recreation and Open Space. Several of the most relevant Comprehensive Plan goals and policies are noted below:

- **Transportation Goal 3.1:** To promote the safe and efficient mobility of people and goods of SeaTac residents, businesses and visitors through a multi-modal transportation system that encourages alternative travel modes, which help promote a healthy community.
- **Transportation Goal 3.3:** To develop facilities for pedestrians and bicyclists as alternative travel modes, as well as for recreational purposes.
- **Land Use Policy 1.5B:** Develop a system of distinctively designed pedestrian/jogging/ bicycle/horse trails throughout SeaTac that could also connect to regional trail systems.
- **Economic Vitality Element 7.6C:** Multi-Modal Transportation Strategy. Facilitate a multi-modal transportation strategy which enhances the movement of people and goods to, from and throughout the City.
- **Parks, Recreation and Open Space Policy 9.3E:** Improve bicycle access and safety throughout the SeaTac area and provide new bicycle lanes and/or trails, when new roads or transportation facilities are constructed or improved.

While these and other current Comprehensive Plan goals and policies provide a sound policy basis for the Safe and Complete Streets Plan, an even more robust set of policy proposals are identified within this Plan.

Policies Proposed in Safe & Complete Streets Plan

In order to better support the goals of the Safe & Complete Streets Plan, new and revised policy proposals were developed. These policy refinements can be categorized as changes to the Comprehensive Plan that address the following objectives:

- Integration of Safe & Complete Streets terms and concepts;
- Consistency of Safe & Complete Streets goals, policies and implementation strategies;
- Flexibility in design guidelines and standards; and,
- Introduction of Multi-Modal Level of Service (MMLOS) concepts.

In order to accomplish these objectives, the Safe & Complete Streets Plan identifies 34 new and revised policies. A table listing the proposed policy changes is provided below. All of the policy proposals are available in their entirety in Appendix A: Proposed New and Revised Policies.

List of Proposed Safe & Complete Streets Policy Refinements to 2011 Comprehensive Plan

COMPREHENSIVE PLAN ELEMENT	PROPOSED NEW/REVISED DEFINITIONS, GOALS & POLICIES
Note: Full text of proposed policies is located in Appendix A: Proposed New and Revised Policies	
GLOSSARY	New Definitions: Active Transportation, Safe & Complete Streets, Low Impact Development, Vulnerable User, Walkable Zone, Amenity Zone
TRANSPORTATION	Revised Goals: 3.1 Revised Policies: 3.2A, 3.2E, 3.2G, 3.2K, 3.3A, 3.3B, 3.3D, 3.3E, 3.3F, 3.4, 3.2M, 3.3C New Policies: 3.3G, 3.3J, 3.3K
COMMUNITY IMAGE	Revised Policies: 6.1B, 6.1C, 6.1E, 6.1F, 6.2H, 6.2I, 6.2X, 6.2Y, 6.5B
ECONOMIC VITALITY	Revised Policies: 7.6C, 7.7B
PARKS, RECREATION AND OPEN SPACE	Revised Policies: 9.3D

DEMAND FOR NON-MOTORIZED TRANSPORTATION IN SEATTLE

PAUL GREENBERG

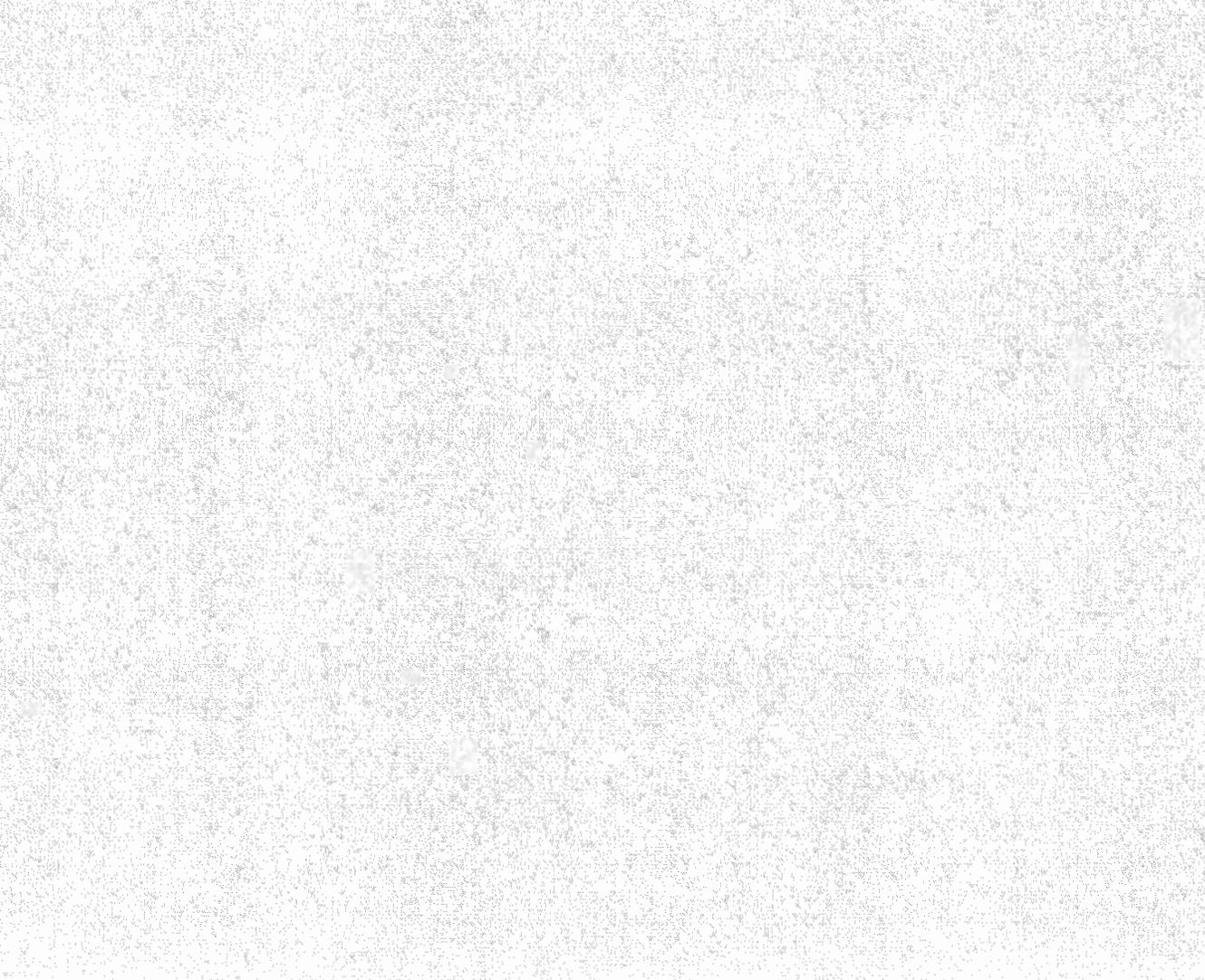
THE UNIVERSITY OF MICHIGAN, ANN ARBOR, MICHIGAN, U.S.A.

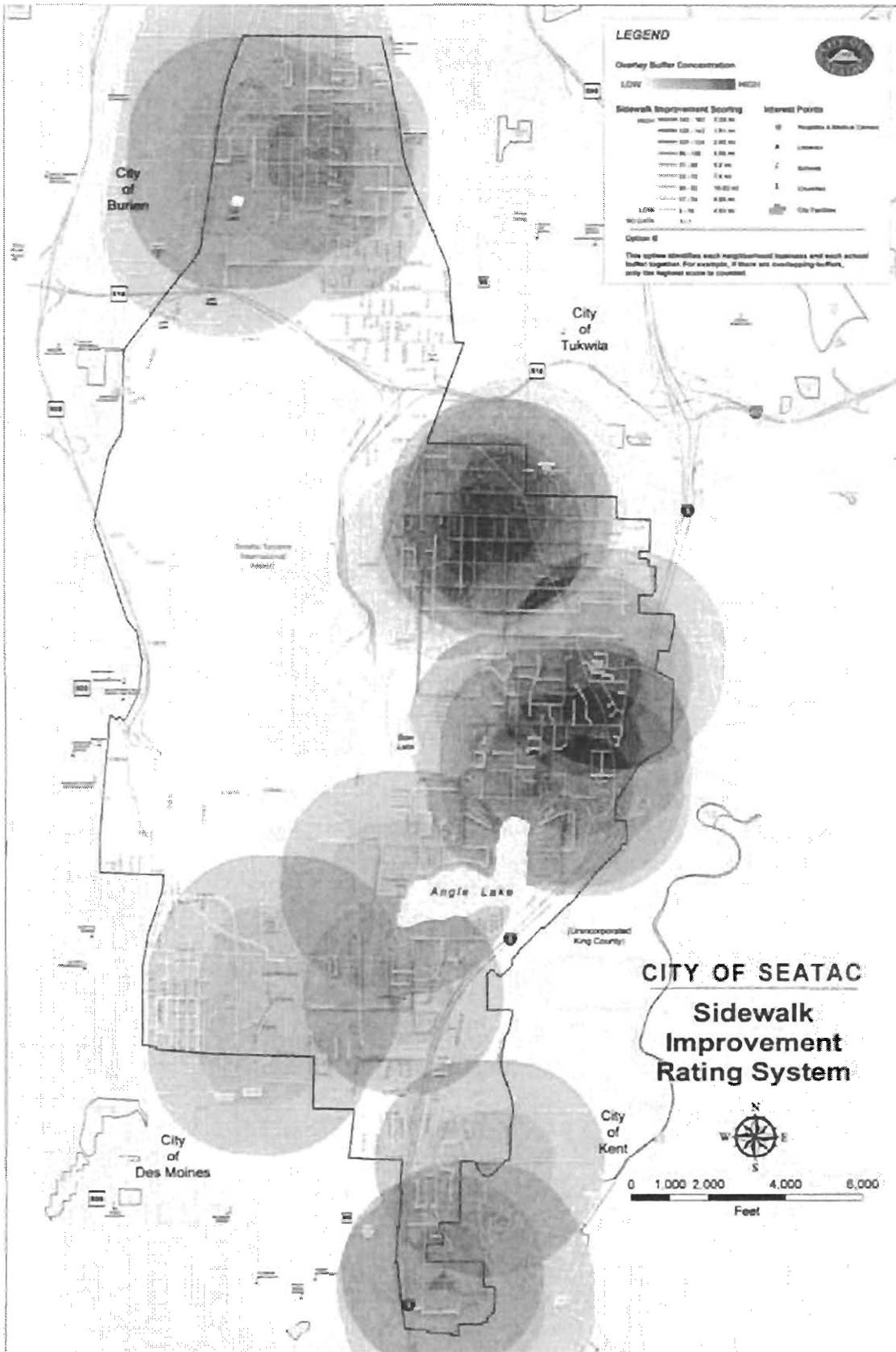


1980

1985

1990





Non-Motorized Transportation Demand Map (Developed for SeaTac Neighborhood Sidewalk Ad Hoc Committee Sidewalk Improvement Rating System)

BACKGROUND

One of the first steps in developing a non-motorized network is to ascertain where people are most likely to walk or ride their bikes currently and in the future. In order to understand where there is the most demand for walking and bicycling, facilities that generate potential walkers and cyclists are identified such as schools, parks, shops, public facilities, multi-purpose trails and transit stops.

In the case of the Safe & Complete Streets Plan, the non-motorized demand assessment developed by the Neighborhood Sidewalk Program Ad Hoc Committee was utilized to help identify locations with existing and future demand for walking and bicycling in SeaTac. Although the Neighborhood Sidewalk Program assessment was done with a focus on pedestrian usage, facilities that generate pedestrian demand can also be used to demonstrate the potential demand for bicycling.

For more information on the Neighborhood Sidewalk Program, please see Appendix B.

MAPPING THE DEMAND FOR NON-MOTORIZED TRANSPORTATION

The adjacent map, which was developed by the Neighborhood Sidewalk Program Ad Hoc Committee, shows areas of the city with potential demand for non-motorized transportation. The map identifies the following locations in SeaTac where people are most likely to walk or bicycle, per the Ad Hoc Committee's scoring system, including:

- Schools
- Public Parks
- Community/Senior Centers
- Neighborhood Commercial Areas
- Public Buildings
- Churches or Places of Worship

In future revisions, the Non-Motorized Transportation Demand Map should be updated to include Sound Transit Link Light Rail stations serving SeaTac.

How to Read the Non-Motorized Transportation Demand Map

Areas on the map that are highlighted in blue indicate the highest level of potential pedestrian and bicycle activity.

Sidewalk/Pedestrian Existing Conditions Map

-  Primary Public Building
-  Schools
-  Existing Light Rail Station
- Pedestrian Facilities One Side**
 -  Concrete Sidewalk
 -  Paved Separated Walkway
 -  Paved Shoulder Walkway
- Pedestrian Facilities Both Sides**
 -  Concrete Sidewalk
 -  Paved Separated Walkway
 -  Paved Shoulder Walkway
- Trails Maintained by SeaTac**
 -  Multi-Use Trail
 -  Park Circulation Trail
 -  Other Multi-Use Trail
- Other Features**
 -  Open Space
 -  City Boundary
 -  Airport - Runway
 -  Airport - Building Terminal
 -  Waterbody
 -  SR-509 Future ROW

This map shows existing pedestrian facilities as defined by the City of SeaTac including:

Concrete Sidewalk: Concrete sidewalks are placed alongside paved roadways. These facilities typically include a curb and gutter and may include a planting strip.

Paved Shoulder Walkway: Paved shoulders are typically separated from the vehicle travel lane by a white fog line. Paved shoulders do not include curb and gutter.

Paved Separated Walkway: These walkways are typically constructed from asphalt and separated from the vehicle travel lane by a curb or planting strip.

Paved Separated Walkway: These walkways are typically constructed from asphalt and separated from the vehicle travel lane by a curb or planting strip.

Multi-Use Trail: These trails are built for transportation and recreation purposes and accommodate a variety of nonmotorized uses, including pedestrians and bicycles. These trails typically connect several destinations. SeaTac only maintains trails that fall within the city limits.

Park Circulation Trails: These multi-use trails provide internal circulation within SeaTac's parks. They serve a variety of nonmotorized uses, including pedestrians and bicycles.

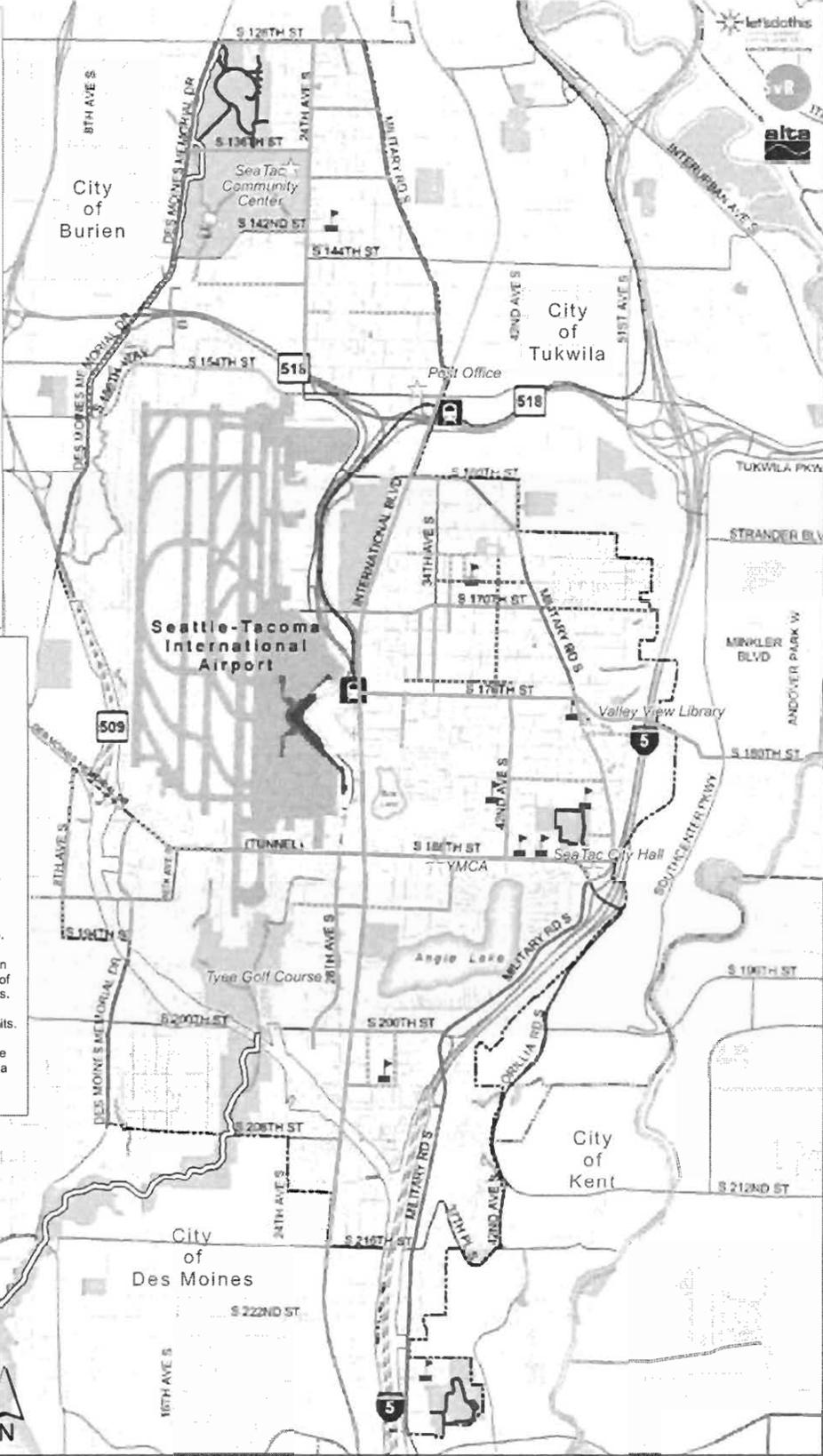
0 2,000 Feet 

0 0.5 Miles 

Date Prepared: October 2011
Source: City of SeaTac, King County GIS, NAVTEQ

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Made possible by funding from the Department of Health and Human Services and Public Health - Seattle & King County. 



This section of the Safe & Complete Streets Plan contains the following items:

- *Existing Conditions: Review of the existing pedestrian network,*
- *Gap Analysis: Analysis completed to identify gaps in the pedestrian network,*
- *Network Development: Recommendations for an updated City of SeaTac Pedestrian Network.*

BACKGROUND

The baseline for the proposed SeaTac pedestrian network was developed using the Neighborhood Sidewalk Program. In 2008, the Neighborhood Sidewalk Ad Hoc Committee recommended a program that identified twelve miles of sidewalk to be built on non-arterial roads throughout the City, in addition to sidewalks built as part of arterial improvements. Each year, sidewalk projects totaling \$1.5 million dollars are constructed through the Neighborhood Sidewalk Program. For more information on the Neighborhood Sidewalk Program, including the previous version of the City of SeaTac Sidewalk Map – All Existing and Future, please see Appendix B.

EXISTING CONDITIONS

SeaTac's existing pedestrian system is made up of sidewalks, paved shoulder walkways, paved separated walkways, and multi-use trails. Pedestrian facilities exist along most of the arterial road network which have been built out with sidewalks or paved designated walkways on at least one side of the roadway. A majority of local access roads, or non-arterial neighborhood streets, do not have delineated or designated pedestrian facilities. Multi-use trails and park circulation trails are typically located within or adjacent to SeaTac parks including North SeaTac Park, Valley Ridge Park and the Des Moines Creek Trail.

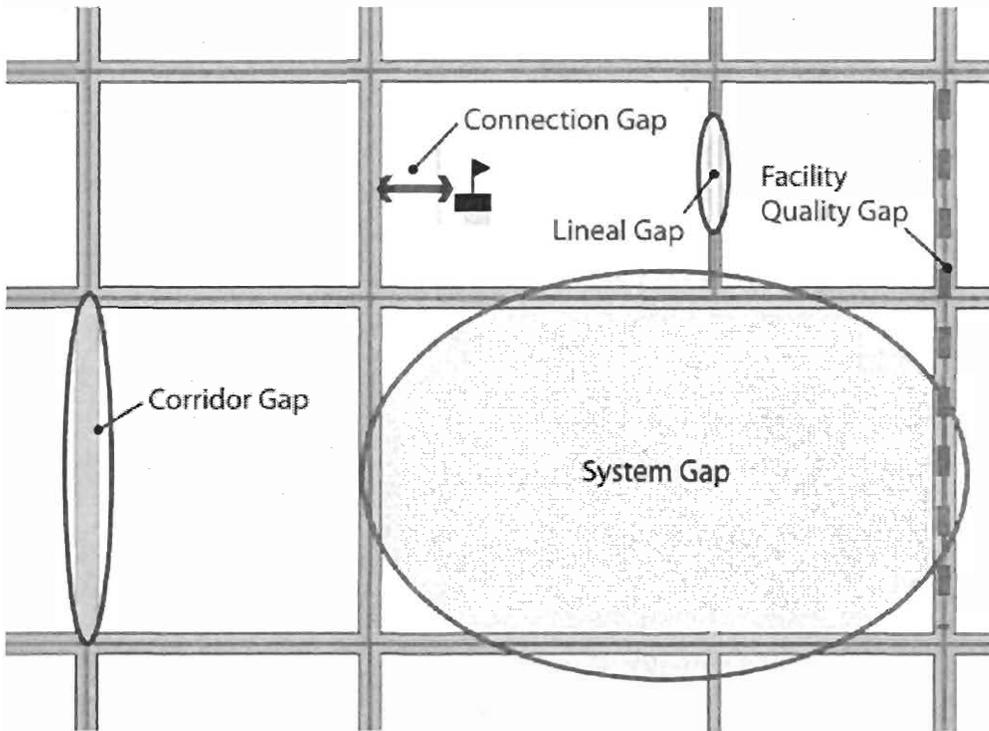
The Sidewalk/Pedestrian Existing Conditions Map defines and identifies specific locations of SeaTac's current pedestrian facilities as of July 2011.

GAP ANALYSIS

This section provides a summary of gaps in the current pedestrian network within the City of SeaTac. The gap analysis highlights corridors and areas where there are opportunities to provide facilities and improve safety for people walking within the City and connecting to neighboring communities. The information provided in this analysis was used to inform potential priority pedestrian network improvement.

DEFINING PEDESTRIAN GAPS

Pedestrian system gaps exist in various forms, ranging from short "missing links" on a specific street or path corridor. The adjacent diagram shows the types of gaps identified.



For purposes of this Plan, pedestrian gaps have been defined as one of the following categories:

- **Connection gaps:** Connection gaps are missing segments (one-quarter mile or less) on an identified and connected walkway. Closing connection gaps can occur on street or via trail connections along or through public or private property.
- **Lineal and Corridor gaps:** Similar to connection gaps, lineal gaps are one-quarter to one-half mile long missing link segments on a clearly defined and otherwise well-connected pedestrian network typically located along a street. Corridor gaps are missing links longer than one-half mile. These gaps may include an entire street corridor where pedestrian facilities would connect to other parts of the network.
- **Facility quality gaps:** In some cases, an existing pedestrian facility itself may represent a gap despite its status as part of a designated network. This condition typically occurs when a corridor (often a major street) lacks the type of pedestrian facilities to comfortably accommodate pedestrian travel adjacent to the current level of motor vehicle use. For example, a sidewalk that is narrow (less than four feet recommended by the Americans with Disabilities Act) may need to be improved to increase safety and comfort within the pedestrian network.
- **System gaps:** Larger geographic areas (e.g., a neighborhood or business district) where few or no pedestrian facilities exist would be identified as system gaps. System gaps exist in areas where there is a lack of enough pedestrian facilities to make neighborhood connections.

ANALYSIS METHODOLOGY AND DATA GATHERING

The Pedestrian Network Gap Analysis identifies gaps in the existing network of pedestrian facilities. The information needed to perform that gap analysis was gathered from existing available data and field visits to the streets. Connections to adjacent cities were also considered.

Gaps were identified based on the existing network of sidewalks, walkways and shared use paths. Facility quality gaps were noted where facilities were identified on one side of the roadway, or where traffic volumes warranted a greater level of separation between the pedestrians and the vehicles than what currently exists. Roadways within the SeaTac International Airport boundaries were excluded from this analysis. The analysis considered that pedestrians should have consistent and safe access to all areas of the city. The following steps were taken to address the pedestrian network gaps:

- Step 1: Identify network gaps.
- Step 2: Evaluate appropriate range of gap closure measure types based on pedestrian network development strategy.
- Step 3: Develop a pedestrian network that proposes potential gap closure measures.

IDENTIFIED CONNECTION, LINEAL AND CORRIDOR GAPS

Connection, lineal and corridor gaps exist where there are missing links between existing facilities, such as:

- A connection gap exists on the 154th Avenue S overpass of State Route 518, between the sidewalks present on both ends. Currently under construction. This project is currently under construction.
- A lineal gap exists on S 142nd St/S 144th St where a connection could link 24th Avenue S with the trail along Des Moines Memorial Drive. Extending these pedestrian facilities along 16th Avenue S would connect S 144th St to S 146th St
- Longer corridor gaps exist on S 154th St between 24th Ave S and 32nd Ave S where sidewalks exist on both ends. This project is currently under construction and is set to be completed 2012,
- An additional corridor gap exists on S 200th St, where pedestrian facilities are lacking between 28th Ave S and Des Moines Memorial Drive.

IDENTIFIED FACILITY QUALITY GAPS

Facility quality gaps commonly exist when the current pedestrian facilities are inadequate to offer a safe, comfortable pedestrian experience given the volume and/or speed of motor vehicle traffic. Principal or minor arterials carrying more than 3,000 motor vehicles per day should ideally provide pedestrian facilities with greater separation than is available with a shoulder walkway. These gaps are present on Military Road and Des Moines Memorial Drive.

Additional facility quality gaps exist where a pedestrian facility is provided on one side of the road only. As a general rule, facilities ideally should be provided on both sides of a roadway to minimize unnecessary crossings, and encourage safe pedestrian travel. The provision of one sided facilities may not be an impediment to pedestrian travel if traffic volumes are low enough for easy roadway crossing, or if there are no destinations or access points on the side of the roadway without the facility.

For the purposes of this analysis one sided facilities are considered a gap in all but one area along S 154th Street. One sided pedestrian facilities will be included as segments that need improvement during pedestrian network development.

IDENTIFIED SYSTEM GAPS

System gaps cover outer portions of SeaTac's city limits to the northeast, southwest and east of the airport. Land use in these areas consists mainly of single family residential housing and local pedestrian generators such as schools or parks. In addition, these locations can provide key connections to adjacent cities.

Many of these gaps will be addressed by completion of pedestrian facilities that are planned projects in the City's existing Neighborhood Sidewalk Program. These planned projects are shown in yellow and labeled as SeaTac Future Improvement on the Draft Pedestrian Network Gap Analysis Map that follows. The neighborhoods east of the airport and Bow Lake have limited opportunities for connection due to the limited access through the gated developments.

EVALUATION FOR NETWORK DEVELOPMENT

The City of SeaTac wants to develop a pedestrian network that provides pleasant, safe and direct access to community destinations shown in the Non-Motorized Transportation Demand Map including parks and schools, commercial and civic services and facilities, and transportation facilities. The Pedestrian System Gap Analysis identified opportunities to improve pedestrian connectivity throughout SeaTac. SeaTac will also coordinate with other South King County communities to make consistent local and regional connections to adjacent cities. Opportunities to expand the SeaTac pedestrian network were based off three principle strategies:

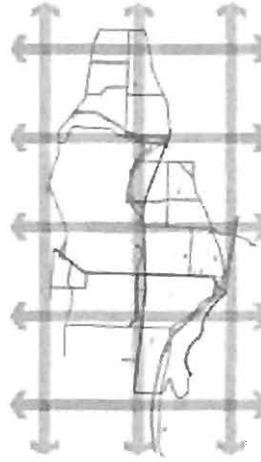
- **Community Access Network:** Provide clear and consistent general access through neighborhoods to community resources such as schools and parks. Route spacing is assumed at approximately every 1/4 mile. This route saturation is designed to maintain a primary network that reduces the need to travel on roadways without pedestrian facilities.
- **Commercial Access Network:** Arterial corridors provide access to and contain many commercial destinations. These routes must have comfortable accommodations along their entire length to safely accommodate pedestrian travel.

Pedestrian Network Development Strategy

Community Access Network
Access through neighborhoods and to community resources.
1/4 mile grid spacing



Commercial Access Network
Comfortable pedestrian accommodations along and to commercial corridors.
Arterial Corridors/1 mile spacing



Community and Transit Access Points
Access to priority transit stations and community resources.
1/2 mile access radius



- **Community Transit Access Points:** Hotspot locations such as transit stations, popular parks and other community resources should have enhanced access on the adjacent streets. Considerations for enhanced pedestrian network should examine a 1/2 mile radius from these locations.

The grid spacing of these three strategies was overlaid on the existing pedestrian network, gaps were located and a recommended network was identified. The recommendations provide the framework for a core pedestrian network to be built over time.

The diagram above demonstrates the network design framework that provided the basis for the following pedestrian network recommendations.

PROPOSED PEDESTRIAN NETWORK

This Plan proposes a pedestrian network that fills in existing facility gaps, and enhances and better connects the city's overall road system. Improvements identified for non-arterial streets are almost identical to those forwarded by the Neighborhood Sidewalk Ad Hoc Committee in 2008.

ADDRESSING THE GAPS

Because a majority of SeaTac's arterial streets have been built out with pedestrian facilities, most of the recommended network improvements are located on local neighborhood (non-arterial) streets. This is particularly true in areas within the central and northern neighborhoods of the city, which were identified as having one or more System Gaps in the Draft Pedestrian Network Gap Analysis Map.

Draft Proposed Pedestrian Network

City of SeaTac



Proposed Pedestrian Facilities

- New Pedestrian Facility
- Improved Pedestrian Facility
- Shared-Use Path
- Neighborhood Sidewalk Program

Existing Pedestrian Facilities

- Concrete Sidewalk
- Paved Separated Walkway

Existing Trails

- Shared-Use Path
- Park Circulation Trail

- Primary Public Building
- Schools

- Light Rail Station
- Open Space

- City Boundary
- Airport
- Waterbody
- SR-509 Future ROW

This map shows existing pedestrian facilities as defined by the City of SeaTac, and proposed pedestrian facility improvements, including:

New Pedestrian Facility: New sidewalk or other pedestrian facility that provides a separate walkable zone.

Improved Pedestrian Facility: Sidewalk or other improvement that increases width or separation of the pedestrian facility or adds a facility to complete both sides of the roadway.

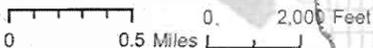
Concrete Sidewalk: Concrete sidewalks are placed alongside paved roadways. These facilities typically include a curb and gutter and may include a planting strip.

Paved Separated Walkway: These walkways are typically constructed from asphalt and separated from the vehicle travel lane by a curb or planting strip.

Shared-Use Path: These trails are built for transportation and recreation purposes and accommodate a variety of nonmotorized uses, including pedestrians and bicycles. These trails typically connect several destinations. SeaTac only maintains trails that fall within the city limits.

Park Circulation Trails: These multi-use trails provide internal circulation within SeaTac's parks. They serve a variety of nonmotorized uses, including pedestrians and bicycles.

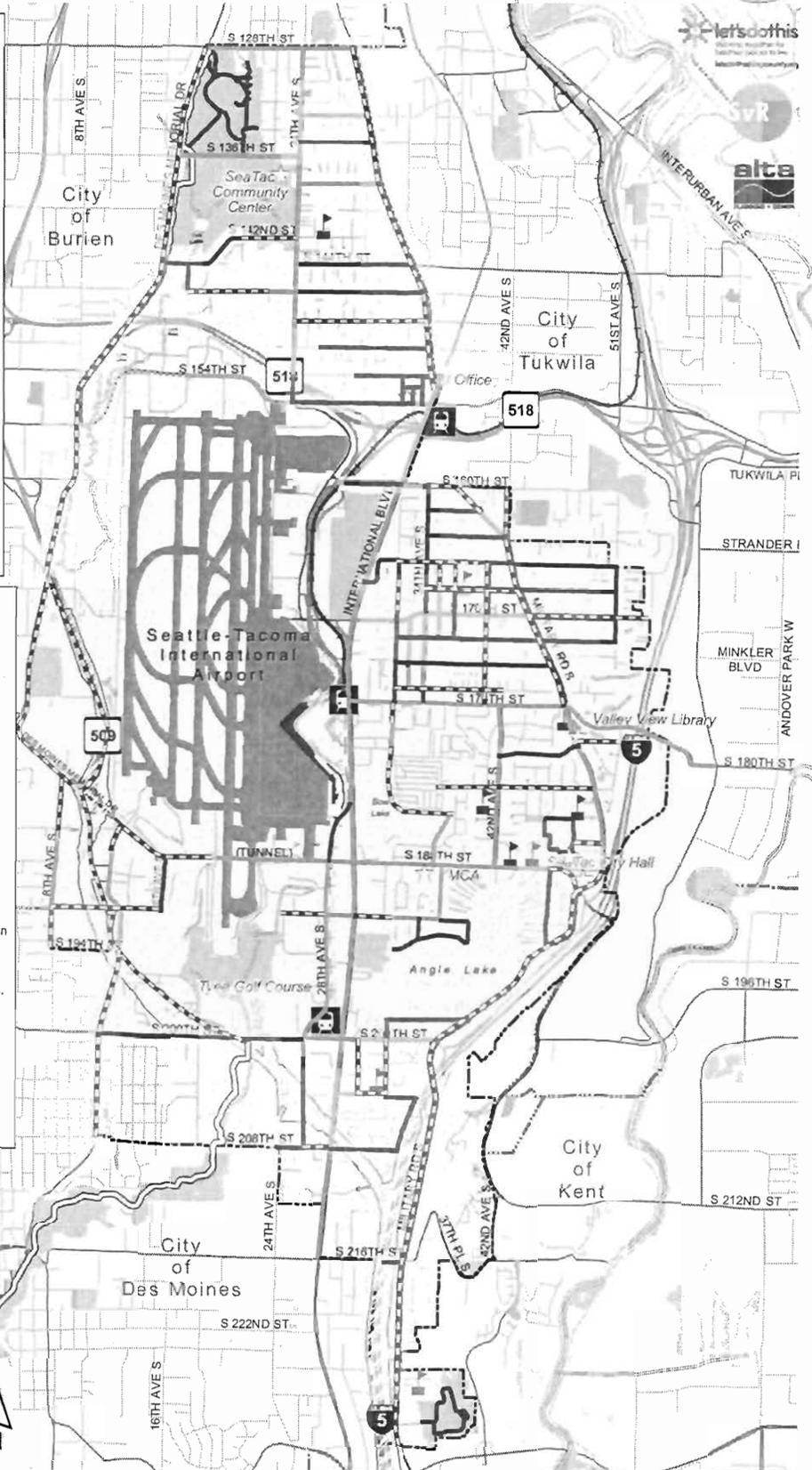
Bow Lake and 32nd Ave Trail Constraints: Note that the trail proposed around Bow Lake is highly conceptual. Environmental and private property impacts must be considered.



Date Prepared: November 2011
Source: City of SeaTac, King County GIS, NAVTEQ

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Made possible by funding from the Department of Health and Human Services and Public Health - Seattle & King County.



Specific recommendations for improving SeaTac's pedestrian routes can be found in the Draft Proposed Pedestrian Network Map on the following page. The map shows the proposed pedestrian network by identifying the existing and proposed facilities.

OTHER CONSIDERATIONS

In addition to installing new facilities to complete the network, there is also a need to bring existing pedestrian facilities up to current engineering design standards. For example, the existing facilities on S 146th St and S 148th St are only one-sided. Additionally, new right-of-way accessibility standards and guidelines may also require upgrades to increase access at existing intersections for residents with mobility impairments or to improve safety.

Engineered facilities are only one part of the solution in creating a great pedestrian environment. As this Plan is integrated into the update of the SeaTac Transportation Plan and 2014 SeaTac Comprehensive Plan major update, other pedestrian-related issues should be considered including: aesthetic/landscape buffers, personal security and pedestrian lighting to support an improved pedestrian network.

Bicycle Route Existing Conditions Map

Legend

- ☆ Primary Public Building
- ▲ Schools
- Ⓜ Existing Light Rail Station
- SeaTac Existing Bicycle Facilities**
- Bicycle Route/Shared Roadway
- Bicycle Lanes
- Bicycle Lanes One Side Only
- Striped Wide Shoulder
- Trails Maintained by SeaTac**
- Multi-Use Trail
- Park Circulation Trail
- Other Multi-Use Trail
- Open Space
- City Boundary
- Airport - Building Terminal
- Airport - Runway
- Waterbody
- SR-509 Future ROW

This map shows existing bicycle facilities as defined by the City of SeaTac. The shared roadways and bicycle route categories have been merged. Facilities displayed on this map include:

Bicycle Lanes: Bicycle lanes are delineated by painted lane markings within the pavement width of urban arterials or collector streets.

Bicycle Route/Shared Lane: These facilities accommodate cyclists and motorists in the same travel lane. In some cases an extra three feet of width is provided. Facilities in this category may also accommodate cyclists riding on the roadway shoulder.

Multi-Use Trail: These trails are built for transportation and recreation purposes and accommodate a variety of nonmotorized uses, including pedestrians and bicycles. These trails typically connect several destinations. SeaTac only maintains trails that fall within the city limits.

Park Circulation Trails: These multi-use trails provide internal circulation within SeaTac's parks. They serve a variety of nonmotorized uses, including pedestrians and bicycles.

Scale

0 2,000 Feet

0 0.5 Miles

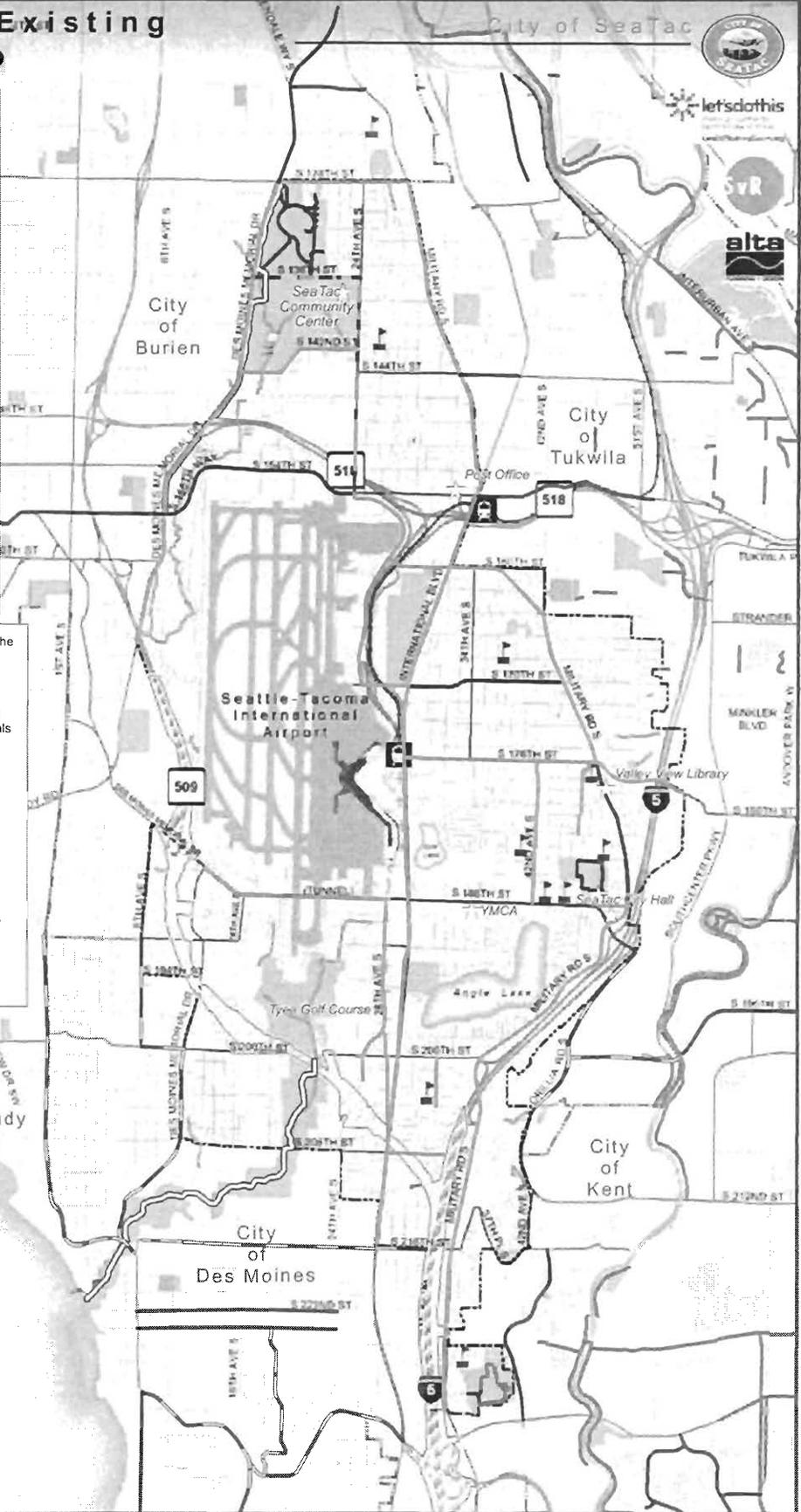
North Arrow

N

Date Prepared: October 2011
 Source: City of SeaTac, King County GIS, NAVTEQ

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Made possible by funding from the Department of Health and Human Services and Public Health - Seattle & King County.



This section of the Safe & Complete Streets Plan contains the following items:

- *Existing Conditions: Review of the existing bicycle route network.*
- *Gap Analysis: Analysis completed to identify gaps in the bicycle network.*
- *Network Development: Recommendations for an updated City of SeaTac Bicycle Network.*

BACKGROUND

The City of SeaTac recognizes that bicycling is a viable non-motorized transportation alternative within the community. Though bicycle facilities are typically included in arterial street improvement projects, the City does not have a bicycle network development program that is used to identify bike network improvements similar to the Neighborhood Sidewalk Program. As a result, the existing bicycle network is not as robust as the pedestrian network.

The SeaTac Comprehensive Plan currently includes a bicycle facilities map that identifies a network of routes covering much of the city (see *Appendix C: Existing Bike Map*). This map is a good first step to establishing a bicycling system; however, there are gaps throughout the mapped network that can create uncomfortable bicycling conditions. In general, no areas of SeaTac offer the adequate connectivity of a formalized bicycle network.

Respondents to the Active Living Questionnaire (see Appendix F), noted that while they occasionally used their bikes for exercise or recreational purposes, few used their bikes as a frequent transportation mode. When they used their bike, most respondents rode on sidewalks rather than using the street network, perhaps reflecting the lack of on-street bicycle facilities.

In Washington State, bicycles are allowed on all streets except where signed as restricted by the City of SeaTac, the Port of Seattle or the Department of Transportation. It is important to note that bicycles riding on the street are considered vehicles and must obey the traffic laws.

EXISTING CONDITIONS

The City of SeaTac existing bike network includes both on-street and off-street facilities including bike lanes and multi-use trails. The Comprehensive Plan currently identifies some of the existing network segments as “bicycle route/shared roadway” to indicate that the street is the preferred location for bicyclists to ride on the roadway. However, it is important to note that this is an existing planning designation for the City of SeaTac and does not indicate that there are accommodations specific to bicycles, other than signage, on the roadway. There are currently bike lanes on sections of S 154th St, 24th Ave S, S 154th, S 170th and a segment of Military Road from S 188th St to S 170th St. The Des Moines Creek multi-use trail provides bicycles with an off-street facility to connect to City of Des Moines, and the West Side Trail provides off-street bicycle facilities along a portion of Des Moines Memorial Drive adjacent to North SeaTac Park.

The best general street connectivity exists to the east of SeaTac International Airport in the McMicken Heights neighborhood centered around 34th Ave S & S 170th St, where the denser street grid and lower traffic speeds and volumes allows bicyclists a greater range of route choices on local access or non-arterial streets. However, even in this neighborhood, north-south connectivity is limited, and few alternatives exist to the higher speed arterial streets.

The Bicycle Route Existing Conditions Map defines and identifies specific locations of bicycle lanes and trails.

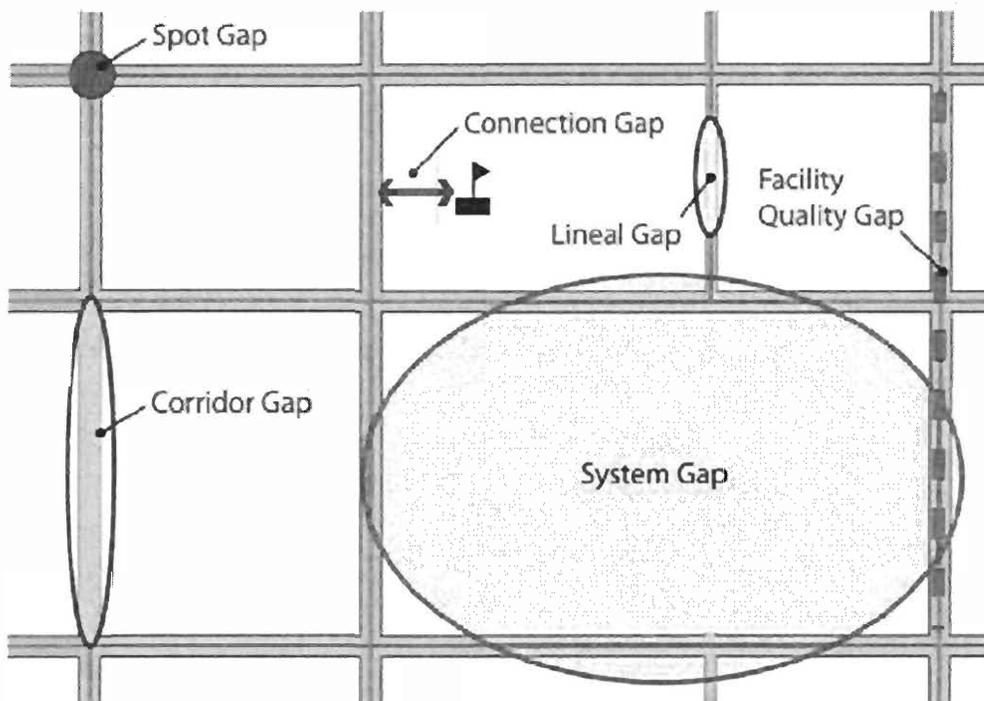
GAP ANALYSIS

This section provides a summary of the gaps in the current bike network within the City of SeaTac. The gap analysis identifies corridors and areas in the SeaTac where there are opportunities to increase the bike network and provide additional local and regional connections to and from the city. The information provided in this analysis was used to inform the bicycle network recommendations.

DEFINING BIKEWAY GAPS

Bikeway gaps exist in various forms, ranging from short segments on a specific street or path corridor, to larger geographic areas with few or no facilities at all. The following diagram shows the types of gaps identified.

For purposes of this Plan, bicycle gaps have been defined as one of the following five categories:



- **Spot gaps:** Spot gaps refer to point-specific locations lacking dedicated facilities or other treatments to accommodate safe and comfortable bicycle travel. Spot gaps primarily include intersections and other areas with potential conflicts with motor vehicles. One example of a spot gap is when a bicycle lane on an arterial ends before the intersection to make way for a right turn lane.
- **Connection gaps:** Connection gaps are missing segments (one-quarter mile or less) on a clearly defined and otherwise well-connected network. Major barriers standing between destinations and clearly defined routes also represent connection gaps. Some examples of connection gaps are when a bicycle lane on an arterial ends for several blocks to make way for on-street parking or when a principal arterial is located between a neighborhood and a nearby school.
- **Lineal and Corridor Gaps:** Similar to connection gaps, lineal gaps are one-quarter to one-half mile long missing link segments on a clearly defined and otherwise well-connected bikeway. On clearly defined and otherwise well-connected network, corridor gaps are missing links longer than one-half mile. These gaps will sometimes encompass an entire street corridor where bicycle facilities are desired but do not currently exist.
- **System Gaps:** Larger geographic areas (e.g., a neighborhood or business district) where few or no facilities exist would be identified as system gaps. System gaps exist in areas where a minimum of two intersecting facilities would be desired to provide connections to local and regional destinations.
- **Facility Quality Gaps:** In some cases, an existing facility or signed route itself may represent a gap despite its status as part of an existing designated network. This condition typically occurs when a corridor (often a major street) lacks the type of bicycle facilities to comfortably accommodate a broader user base, including infrequent or less confident bicyclists. Another facility quality gap includes roadway corridors that lacking formalized facilities (e.g., bike lanes) where conditions such as higher vehicle speeds and volumes would otherwise justify greater delineation or physical separation between motorists and bicyclists.

ANALYSIS METHODOLOGY AND DATA GATHERING

The Bikeway System Gap Analysis identifies gaps in the existing network of on-street bicycle and multi-use trail system. The gap analysis was developed based on field visits to the streets and from existing available data. The review identifies gaps based on the existing on-street bicycle network and shared use paths. Facility quality gaps were noted where a roadway was classified as part of the designated bike network, but is otherwise lacking design features appropriate for the prevailing auto speeds and volumes. Roadways within the SeaTac International Airport boundaries were excluded from this analysis. The following steps were taken to address the bicycle network gaps:

- Step 1: Identify network gaps.
- Step 2: Evaluate appropriate range of gap closure measure types based on the bicycle network development strategy.
- Step 3: Develop a bicycle network that proposes potential gap closure measures.

IDENTIFIED SPOT GAPS

There are a number of spot gaps along existing bicycle facilities. Spot gaps typically occur in SeaTac at freeway interchange areas with heavy volumes of right turning traffic or slip lanes that do not require vehicles to stop. In these locations, bike lanes end, shoulders are eliminated and there is a lack of direction for proper cyclist navigation which creates uncomfortable conditions for bicycle users (e.g., Des Moines Memorial Drive and State Route 518 and S 170th at Airport Expressway).

Other intersections were identified as a spot gap for bikeway users when shoulders/bike lanes end and/or right turn lanes are added. Intersection spot gaps exist at:

- Des Moines Memorial Drive at S 156th St,
- Military Road at S 188th St, and
- S 176th between International Boulevard and 34th Avenue S.

Additional spot gaps exist where one facility transitions to another without adequate guidance for users. For example, the shared-use path paralleling Des Moines Memorial Drive contains a spot gap at the interchange with 518, as there is no direction for users on transitioning to the bicycle route to the south. Similarly, there are spot gaps at the entrance and exit of the side running multi-use trail on S 156th St/S 154th St, where transition out of the facility is undefined. In many situations, application of minimal treatments would result in enhanced system connectivity.

Overpasses over freeways that create constrained conditions for bicyclists leading were identified as spot gaps in the bikeway network. At both S 178 St and Military Road, the Interstate 5 overpass eliminates the shoulder for bicyclists, without providing an sidewalk alternative.

CONNECTION, LINEAL, AND CORRIDOR GAPS

Connection and lineal gaps exist where there are missing links between existing facilities such as:

- S 154th St from 24th Ave S to International Boulevard (currently under construction) this will complete an east-west connection from the side path and bike lanes in SeaTac to the current bike lanes in Tukwila.
- 10th Ave S between S 176th St and S 170th St

Longer corridor gaps exist in locations such as:

- A link along S 182nd St from 42nd Ave S to Military Road would connect three existing bikeways, and provide access to the Seattle Christian School's site along S 182nd St,
- A small connection along S 204th St from 28th Ave S to 32nd Ave S could link two existing bikeways and provide additional access to Madrona Elementary School, and

- S 208th St and S 188th St to provide for east-west travel along major corridors in SeaTac,
- 34th Ave S could serve as a potential north-south alternative to International Boulevard.

IDENTIFIED SYSTEM GAPS

System gaps cover outer portions of SeaTac's city limits to the northeast, southwest and east of the airport. Land use in these areas consists mainly of single family residential housing. These neighborhoods have a grid of primarily lower-volume, lower speed streets offering good potential as shared roadway bicycle routes, but street connectivity is limited, generally only providing east-west through access. Alternative routes heading north-south through these neighborhoods will be circuitous, if they are possible at all.

The system gap south of Angle Lake is a neighborhood composed of higher density multifamily housing and commercial uses along International Boulevard. Local access non-arterial connectivity is limited in all directions, leaving collector and minor arterial streets as the only viable alternatives for those traveling by bicycle through the neighborhood.

IDENTIFIED FACILITY QUALITY GAPS

Facility quality gaps exist where an existing bike route on a roadway is identified in a bicycle plan. Motor vehicle speeds and volumes on these roadways make lane sharing between bicyclists and motor vehicles unsafe or uncomfortable. Facility quality gaps include International Boulevard, Air Cargo Road and 28th Ave S, limiting north-south connectivity and access to the SeaTac International Airport.

International Boulevard is a major facility quality gap in the bikeway network. As an existing central segment of the SeaTac bikeway network, the lack of adequate existing facilities does not provide a safe place for bicyclists to ride. Given the lack of continuous parallel streets to International Boulevard, there are few north-south alternative options available to improve alternative facilities to using this principal arterial. Two of these alternative options could include using 34th Ave S as an alternative bike route where possible, and the use of buses or light rail to carry bikes along the International Boulevard corridor. In coordination with Washington State Department of Transportation, International Boulevard should be analyzed further to assess its potential to accommodate bicycle facilities for safer bicycle travel.

The following Draft Bicycle Network Gap Analysis Map identifies the results of the analysis.

EVALUATION FOR NETWORK DEVELOPMENT

The City of SeaTac wants to develop a bicycle network that provides safe and direct access to common community destinations and connections to regional services. The bicycle network should provide opportunities to make short trips for daily needs such as accessing transit or running errands and make longer

Draft Bicycle Network Gap Analysis Map

City of SeaTac



Gap Analysis

- - - Facility Quality Gap
- Spot Gap
- ↔ Connection Gap (≤1/4 mile)
- Lineal/Corridor Gap
- System Gap

SeaTac Existing Bicycle Facilities

- Bicycle Route/Shared Roadway
- Bicycle Lanes
- - - Bicycle Lanes One Side Only

Trails Maintained by SeaTac

- Multi-Use Trail
- Park Circulation Trail

- ★ Primary Public Building
- Schools
- Light Rail Station
- Open Space
- City Boundary
- Airport
- Waterbody
- SR-509 Future ROW

This map shows existing bicycle facilities as defined by the City of SeaTac. The shared roadways and bicycle route categories have been merged. Facilities displayed on this map include:

Bicycle Lanes: Bicycle lanes are delineated by painted lane markings within the pavement width of urban arterials or collector streets.

Bicycle Route/Shared Lane: These facilities accommodate cyclists and motorists in the same travel lane. In some cases an extra three feet of width is provided. Facilities in this category may also accommodate cyclists riding on the roadway shoulder.

Multi-Use Trail: These trails are built for transportation and recreation purposes and accommodate a variety of nonmotorized uses, including pedestrians and bicycles. These trails typically connect several destinations. SeaTac only maintains trails that fall within the city limits.

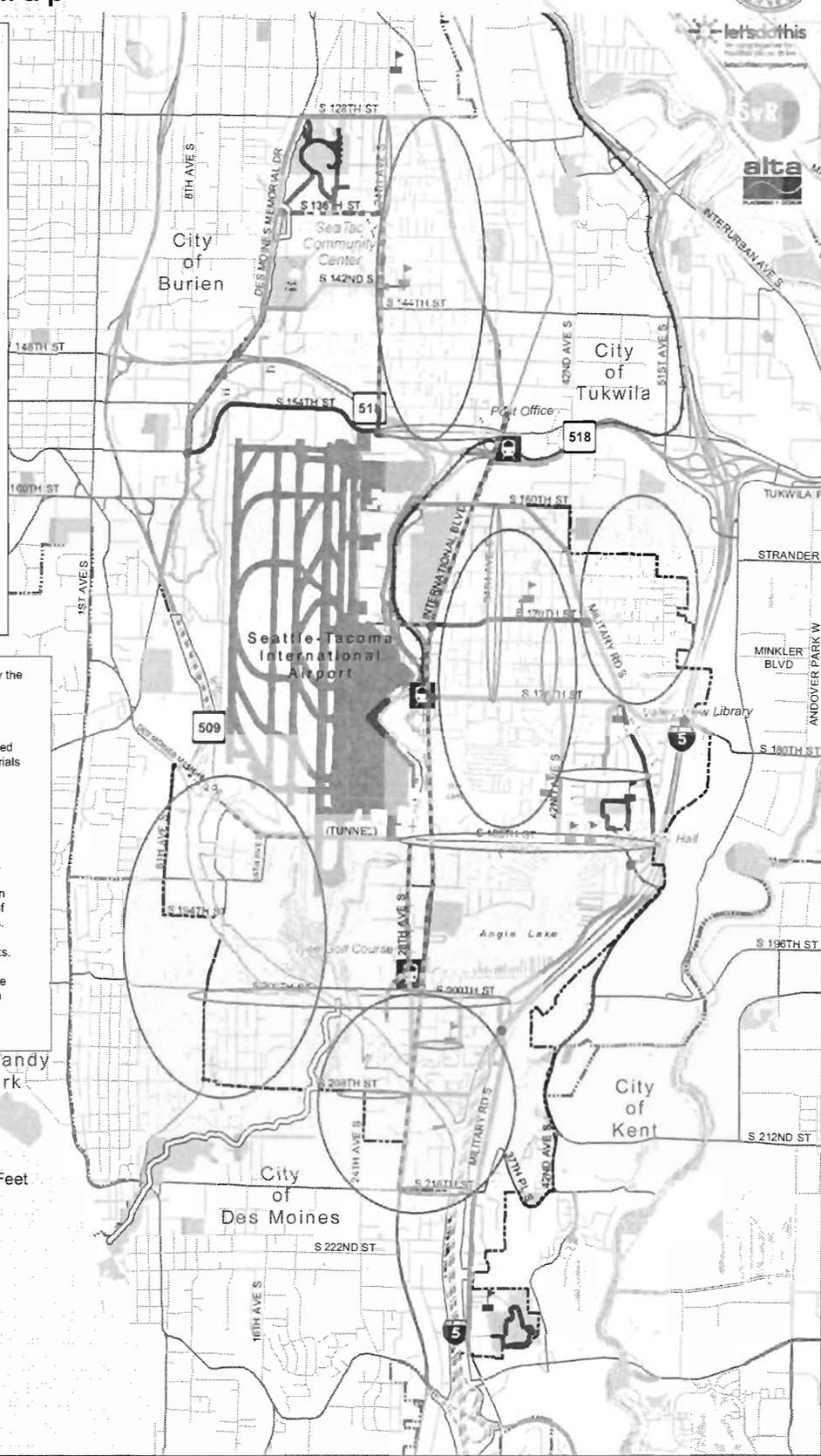
Park Circulation Trails: These multi-use trails provide internal circulation within SeaTac's parks. They serve a variety of nonmotorized uses, including pedestrians and bicycles.



Date Prepared: November 2011
Source: City of SeaTac, King County GIS, NAVTEQ

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Made possible by funding from the Department of Health and Human Services and Public Health - Seattle & King County.



trips for commuting and recreational access through regional connections. In addition, the bicycle network must also accommodate a wide range of users including experienced everyday bicyclists to children, families and recreational riders. The following three principle strategies guided recommendations of the bicycle network:

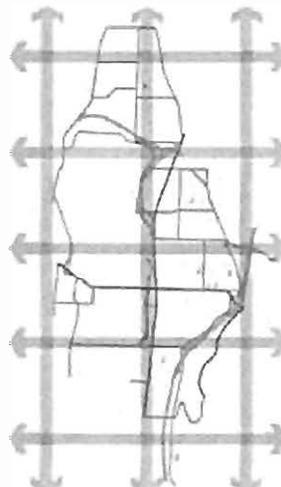
Community Access Network

Access to community resources via low stress Bikeways (low speed/volume shared roadway).
1/2 mile spacing



Commercial Access Network

Access to commercial destinations via separated Bikeways (bike lanes, paths).
Arterial Corridors/1 mile spacing



Jobs Access Network

Access to job centers via separated Bikeways (bike lanes, paths).
Locally Identified Corridors



- **Community Access Network:** The network should provide a fine grained network of low stress bikeways that facilitate access through neighborhoods and to community resources such as schools and parks. Low stress bikeways are generally located on low speed and volume shared roadways. Route spacing should be every 1/2 mile to ensure all users have an off network trip of no more than 1/4 mile.
- **Commercial Access Network:** An arterial based network of separated bikeways should provide for clear access to commercial destinations. Common facilities are bike lanes and shared-use paths. Route spacing is generally every 1 mile, along arterial streets to provide broader network connections.
- **Jobs Access Network:** The network should include an employment center access network, designed to provide bicycle facilities to key community employers and institutions. The City of SeaTac bike network considered access to local Commute Trip Reduction businesses and nearby employment centers such as Kent, Burien, Renton, and Tukwila. There is no standard for route spacing with corridors located in response to the local context.

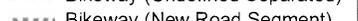
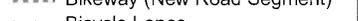
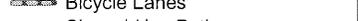
The results of these theoretical strategies were overlaid on the existing bicycle network, gaps were located and a recommended bicycle network was identified. The bicycle network recommendations define locations where bicycle facilities are needed and whether it should be a separated or shared roadway condition for bicycles.

Draft Proposed Bicycle Network

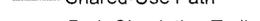
City of SeaTac

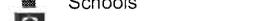
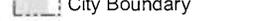


Proposed Bicycle Network Additions

-  Bikeway (Undefined Shared)
-  Bikeway (Undefined Separated)
-  Bikeway (New Road Segment)
-  Bicycle Lanes
-  Shared-Use Path

Existing Bicycle Network

-  Bicycle Lanes
-  Shared-Use Path
-  Park Circulation Trail

-  Primary Public Building
-  Schools
-  Light Rail Station
-  Open Space
-  City Boundary
-  Airport
-  Waterbody
-  SR-509 Future ROW

This map shows existing and proposed bicycle system improvements, including:

Bikeway (undefined shared): New or improved facility where bicycles can share the travel lane with motor vehicles due to lower traffic volumes and speeds.

Bikeway (undefined separated): New or improved facility that requires a designated separation for bicycles from motor vehicle traffic due to higher traffic volumes and speeds.

Bicycle Lanes: Bicycle lanes are delineated by painted lane markings within the pavement width of urban arterials or collector streets.

Shared-Use Path: These trails are built for transportation and recreation purposes and accommodate a variety of nonmotorized uses, including pedestrians and bicycles. These trails typically connect several destinations. SeaTac only maintains trails that fall within the city limits.

Park Circulation Trails: These multi-use trails provide internal circulation within SeaTac's parks. They serve a variety of nonmotorized uses, including pedestrians and bicycles.

Bow Lake and 32nd Ave Trail Constraints: Note that the trail proposed around Bow Lake is highly conceptual. Environmental and private property impacts must be considered.

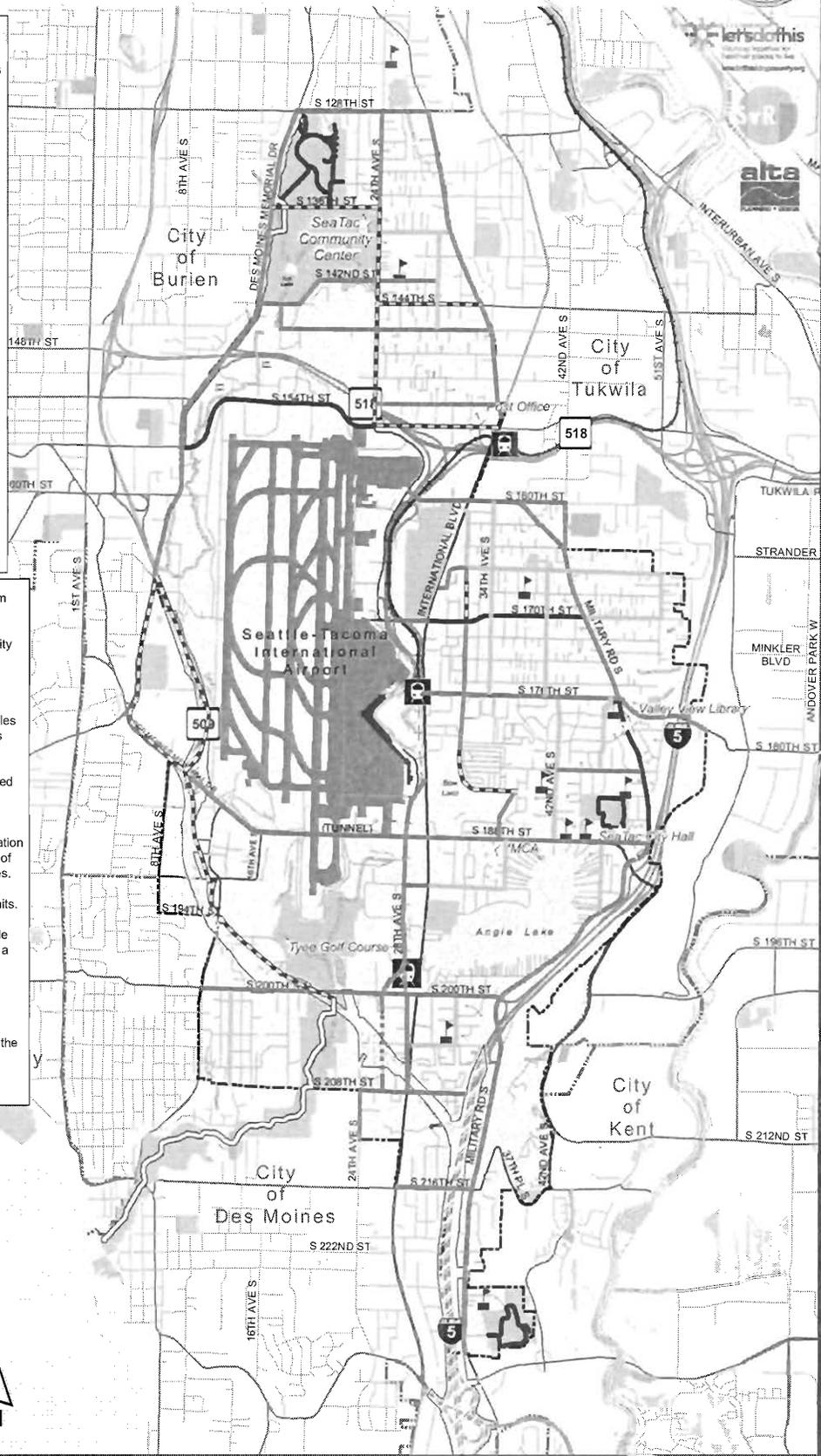
0 2,000 Feet

0 0.5 Miles

Date Prepared: November 2011
Source: City of SeaTac, King County GIS, NAVTEQ

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Made possible by funding from the Department of Health and Human Services and Public Health - Seattle & King County.



The diagram on the previous page demonstrates the network design framework that provided the basis for the following bicycle network recommendations.

PROPOSED BICYCLE NETWORK

This Plan proposes a bicycle network built upon the existing SeaTac bicycle network. Bike facilities and routes are identified in the Comprehensive Plan. (See *Appendix C: Existing Bike Map*)

ADDRESSING THE GAPS

The proposed bicycle network recommends a combination of bike lanes or other separated facilities on arterial streets and shared bicycle and roadway facilities on lower volume residential streets. Further engineering studies along major arterial corridors are needed to identify the appropriate separated facility to increase bicyclists' safety. Depending on the traffic conditions, shared roadways along residential streets could be a combination of shared lane makings or bicycle boulevards.

As noted previously in this Plan, International Boulevard, the City's main north-south arterial, lacks adequate bicycle facilities. Alternative options to International Boulevard for cyclists to consider include using 34th Ave S where possible, and encouraging the use of buses or light rail to carry bikes along the International Boulevard corridor.

In addition to the on-street facilities, multi-use trails or shared-use paths are recommended along the SR 509 Corridor and in order to increase the off street connections to the Des Moines Creek Trail. The City of SeaTac is currently coordinating with King County, Renton and Tukwila to design and fund the Lake to Sound Trail. Additionally, in the long term, should the opportunity become available; the City would like to explore the option to provide a shared path or multi-use trail to serve the Bow Lake neighborhood. It is understood that there could be significant potential environmental and private property impacts associated with implementing that facility.

Specific recommendations for improving the SeaTac bicycle network can be found on the Draft Proposed Bicycle Network Map that follows above this discussion. The map shows both the existing and proposed facility types.

SAFE AND COMPLETE STREET FACILITY IMPLEMENTATION

FOR THE CALIFORNIA DEPARTMENT OF
TRANSPORTATION

In this section of the Plan, a range of pedestrian and bicycle facility types that can implement safe and complete streets are identified, as are potential funding potential funding mechanisms.

FACILITY IMPLEMENTATION TOOLS

With the policy framework and plan in place, there are a variety of implementation strategies that can be used to move the Safe and Complete Streets Plan forward.

Facility Implementation Tools

On the following pages, two tools are presented for use in future planning and implementation work. These tools should be shared with public and private sector partners to help provide guidance and surety about the City's expectations for Safe and Complete Streets implementation.

Non-Motorized Facilities Matrix

The Non-Motorized Alternative Facilities Matrix is an at-a-glance matrix that overlays land uses and street classifications to provide guidance on the types of pedestrian and bicycle facilities that would be appropriate for these spaces. This is not intended to be a prescriptive document but rather a jumping off point where a range of facility options can be considered for a single location. (The City of SeaTac's land use and transportation codes should be reviewed for specific site requirements.)

How the Matrix Works

Pedestrian or bicycle facility options for a specific road classification can be found by matching the road classification listed in the columns on the top of the matrix with the appropriate land use/zoning designation described in the rows on the left-hand side of the table. A plus sign (+) denotes that the facility is in the 2007 King County Road Standards as adopted by the SeaTac Municipal Code.

Non-Motorized Facilities Matrix Fact Sheets

Definitions and images are also provided for each pedestrian and bicycle facility option listed in the Matrix in order to give users of the plan illustrative examples of these facilities.

NON-MOTORIZED ALTERNATIVE FACILITIES

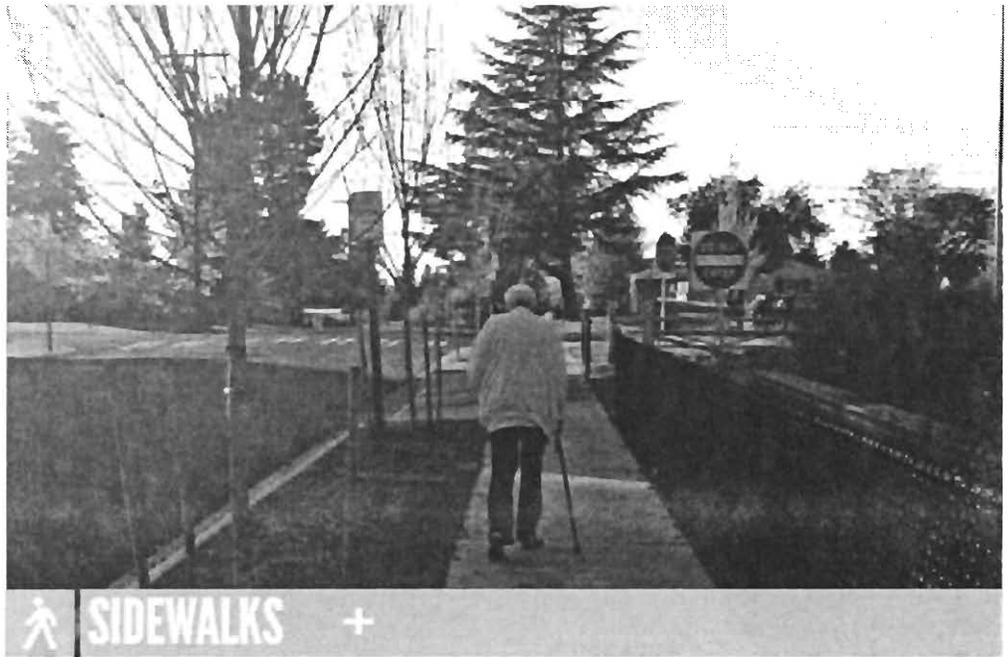
Functional Classification		Principal Arterials	Minor and Collector Arterials	Local Access Roads (Non-Arterial)	New Private Roads (Non-Arterial)
Land Use	Zoning Type				
Single-family	UL-[all sizes], MHP	Sidewalks +	Sidewalks +	Sidewalks	Sidewalks +
		Bike Lanes +	Bike Lanes +	Bike Lanes	Shared Streets
		Cycletracks	Cycletracks	Cycletracks	Neighborhood Greenways
		Shared-Use Path +	Sharrows	Shared Streets	Neighborhood Greenways
Multi-family	UM-[all sizes] UH-[all sizes], Townhouse	Sidewalks +	Sidewalks +	Sidewalks	Sidewalks +
		Bike Lanes +	Bike Lanes +	Shared Streets	Shared Streets
		Cycletracks	Cycletracks		
		Shared-Use Paths +	Sharrows		
Commercial	NB, O/C/MU, O/CM, CB, CB-C, AVC	Sidewalks +	Sidewalks +	Sidewalks	Sidewalks
		Cycletracks	Bike Lanes +	Shared Streets	Shared Streets
		Shared-Use Paths +	Sharrows		
Industrial	BP, AVB, AVO, I	Sidewalks +	Sidewalks +	Sidewalks	Sidewalks
		Cycletracks	Bike Lanes +		
		Shared-Use Paths +	Sharrows		

LEGEND

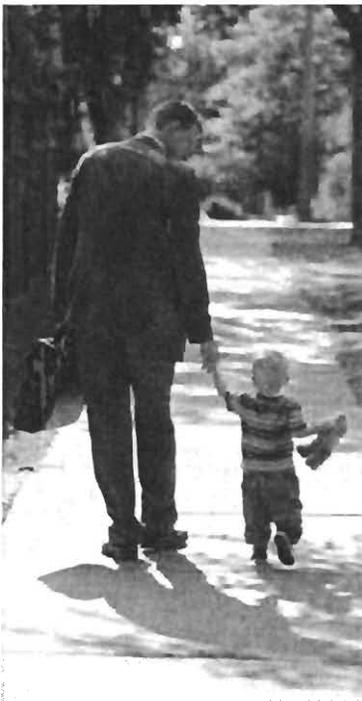
	Bike Facilities	Bike/Ped Facilities

+ These tools are in the 2007 King County Road Standards per SeaTac Municipal Code, 11.05.100, sidewalks can be asphalt or concrete.

For facilities owned and operated by other agencies, bicycle and pedestrian connections should be made to regional shared-use paths that are located within the City of SeaTac, where appropriate. Traffic controls such as signals, markings, controls and wayfinding should be considered when implementing these facilities.



DEFINITION AND DISCUSSION



Sidewalks are paved horizontal surfaces, typically within the public right-of-way, used for walking. Sidewalks are typically vertically separated from the roadway surface due to the need to install a curb and gutter to manage stormwater.

Sidewalks can be constructed from a number of hard paving materials including concrete, pervious concrete, asphalt, and porous asphalt.

GUIDELINES, STANDARDS AND REFERENCES

AASHTO, A Policy on Geometric Design of Highways and Streets, 6th Edition
 Access Board, Accessible Rights of Way: A Design Guide, <http://www.access-board.gov/prowac/>

King County, 2007 Road Design and Construction Standards, <http://www.kingcounty.gov/transportation/kcdot/Roads/EngineeringServices/RoadStandards2007.aspx>

IMPLEMENTATION



DEFINITION AND DISCUSSION

Trails can be a lower cost alternative to the traditional sidewalk. This facility is a hard, level surface, placed between private property and the travel lanes. Trails can be straight or can meander and can be constructed out of a number of paving materials including concrete, pervious concrete, asphalt, porous asphalt and crushed stone.

Where sidewalk installations traditionally necessitate installation of a curb and gutter to manage stormwater runoff, trails lend themselves to using other stormwater management methods, such as low impact development. Using permeable paving and bioretention facilities, trails can be installed on residential streets in a way that can help reduce project costs.

GUIDELINES, STANDARDS AND REFERENCES

AASHTO, A Policy on Geometric Design of Highways and Streets, 6th Edition
Access Board, Accessible Public Rights of Way, <http://www.access-board.gov/prowac/> and Outdoor Developed Areas, <http://www.access-board.gov/outdoor/>

King County, 2007 Road Design and Construction Standards, <http://www.kingcounty.gov/transportation/kcdot/Roads/EngineeringServices/RoadStandards2007.aspx>



DEFINITION AND DISCUSSION

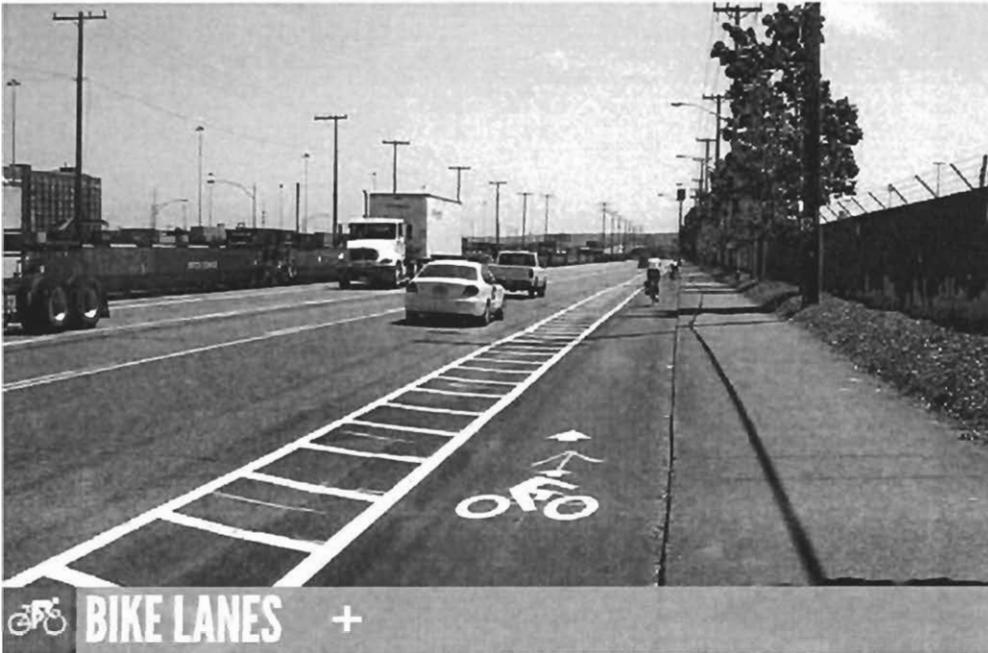
Painted walkable areas are one of the most cost-effective solutions for retrofitting a walkable zone on streets that are appropriate for them: local streets in single-family neighborhoods. This strategy demarcates a hard surfaced zone and a 6 foot vertical clear space.

With the lower volume and lower speed streets within the single-family zoned areas of the City, this strategy can be very simple to implement. It is not, however, generally considered an adequate facility for streets with higher speeds or greater volumes.

GUIDELINES, STANDARDS AND REFERENCES

AASHTO, A Policy on Geometric Design of Highways and Streets, 6th Edition
Access Board, Accessible Rights of Way: A Design Guide, <http://www.access-board.gov/prowac/>

King County, 2007 Road Design and Construction Standards, <http://www.kingcounty.gov/transportation/kcodot/Roads/EngineeringServices/RoadStandards2007.aspx>



 **BIKE LANES** +

A buffered bike lane on E. Marginal Way in Seattle. Photo by flickr user SDOT Photos

DEFINITION AND DISCUSSION

Bike lanes are dedicated horizontal zones within the street right-of-way that are intended solely for bicycle use. The lanes are generally placed to the right side of the roadway, between the travel lane and parked cars moving in the same direction of traffic. However, there is a great variety in how bike lanes have been implemented in communities around the United States including center bike lakes, contra-flow (against traffic) bike lanes and buffered bike lanes.



Buffered bike lanes provide cyclists with an even greater sense of security by providing larger horizontal separation between the rider and the travel lanes. Most often this is achieved with simple striping. The reduced lane width for cars slows vehicular traffic and the greater separation for bikes increases safety for all users.

GUIDELINES, STANDARDS AND REFERENCES

AASHTO, A Policy on Geometric Design of Highways and Streets, 6th Edition
 AASHTO, Guide for the Development of Bicycle Facilities, 3rd Edition
 Access Board, Accessible Rights of Way: A Design Guide, <http://www.access-board.gov/provac/>
 NACTO, Urban Bikeway Design Guide, <http://nacto.org/cities-for-cycling/design-guide/>
 King County, 2007 Road Design and Construction Standards, <http://www.kingcounty.gov/transportation/kcdot/Roads/EngineeringServices/RoadStandards2007.aspx>



DEFINITION AND DISCUSSION

A combination of the words “share” and “arrow,” sharrows, or shared lane markings, are a newer bicycle facility that are being used in many situations where there is not adequate space for an on-street bike lane. The marking signals to both cyclists and drivers that the road is meant to be shared by all users.

Sharrows are typically placed on the right-hand side of a street to indicate that cyclists should ride closer to the shoulder to allow for cars to pass, when appropriate. Recent studies of the sharrow’s effectiveness have shown that cars pass at a further distance from cyclists when sharrows are present versus when they are not.

Sharrows should be implemented as part of a larger non-motorized plan implementation with public education efforts complementing the installation of

GUIDELINES, STANDARDS AND REFERENCES

AASHTO, A Policy on Geometric Design of Highways and Streets

AASHTO, Guide for the Development of Bicycle Facilities

Access Board, Accessible Rights of Way: A Design Guide, <http://www.access-board.gov/prowac/>

NACTO, Urban Bikeway Design Guide, <http://nacto.org/cities-for-cycling/design-guide/>

FHWA, Manual on Uniform Traffic Control Devices for Streets and Highways, 2009 Edition

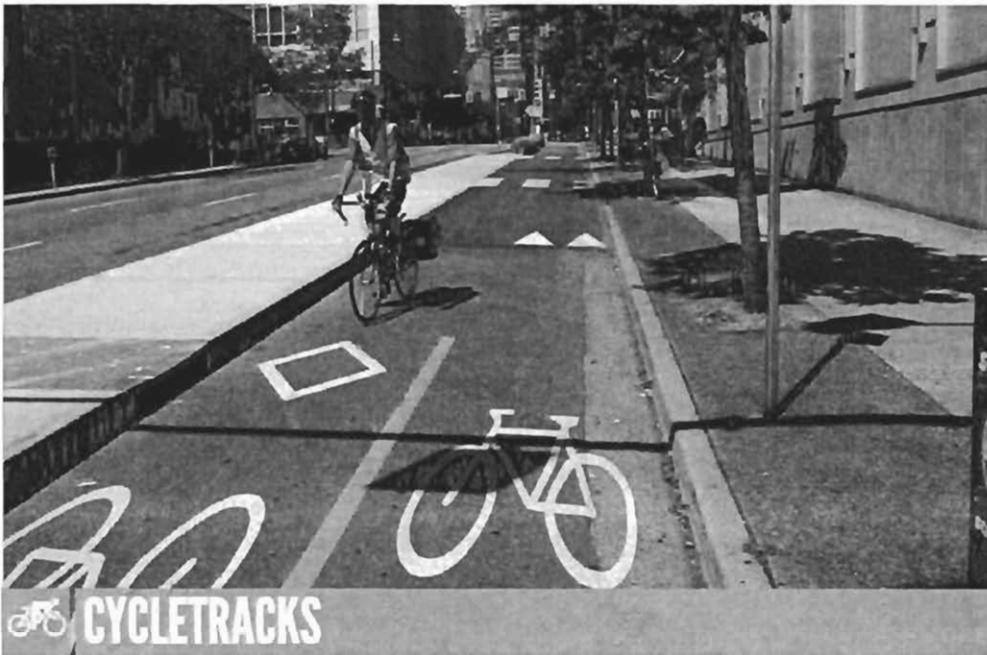


image by dylan passmore

DEFINITION AND DISCUSSION

Cycletracks are bike lanes that are separated from traffic by some sort of vertical element. This can be a vertical curb, a sidewalk, stanchions or bollards. For many cyclists, these facilities feel safer than other on-street cycling facilities. However, their installation takes up more horizontal space in a street than is often available, which is why they are relatively rare.

Cycletracks can be one-way or two-way, as shown above. Travel along a route is relatively straight-forward but special attention should be paid to intersections where vehicular and bicycle traffic interact. For example, the image above provides an example of using a raised crossing to allow pedestrians to get to the transit island for loading and unloading buses.

GUIDELINES, STANDARDS AND REFERENCES

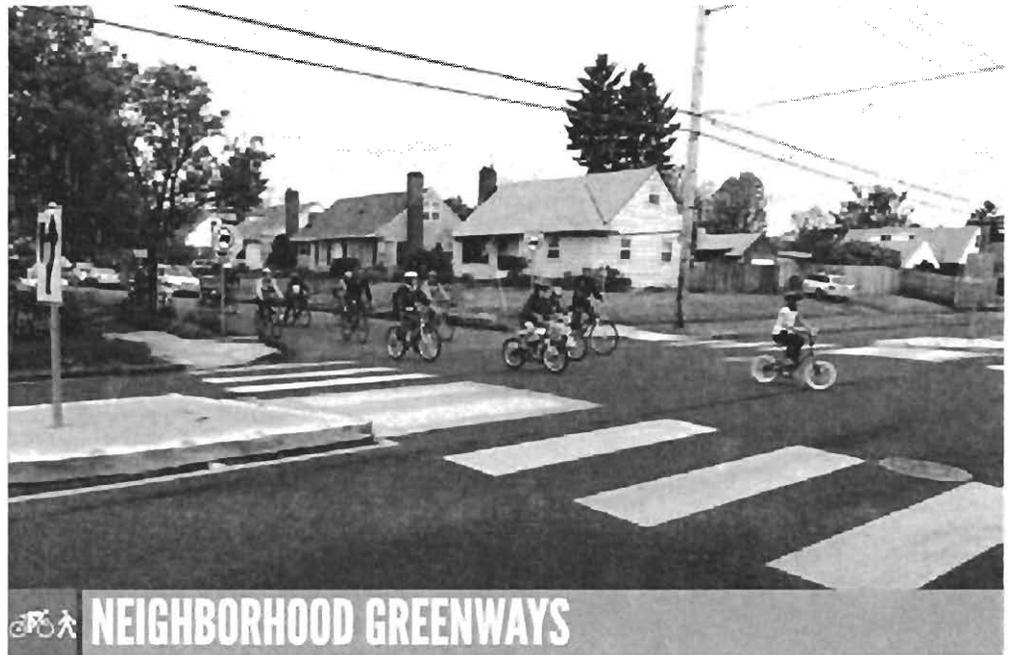
AASHTO, A Policy on Geometric Design of Highways and Streets

AASHTO, Guide for the Development of Bicycle Facilities

Access Board, Accessible Rights of Way: A Design Guide, <http://www.access-board.gov/prowac/>

NACTO, Urban Bikeway Design Guide, <http://nacto.org/cities-for-cycling/design-guide/>

King County, 2007 Road Design and Construction Standards, <http://www.kingcounty.gov/transportation/kcdot/Roads/EngineeringServices/RoadStandards2007.aspx>



DEFINITION AND DISCUSSION

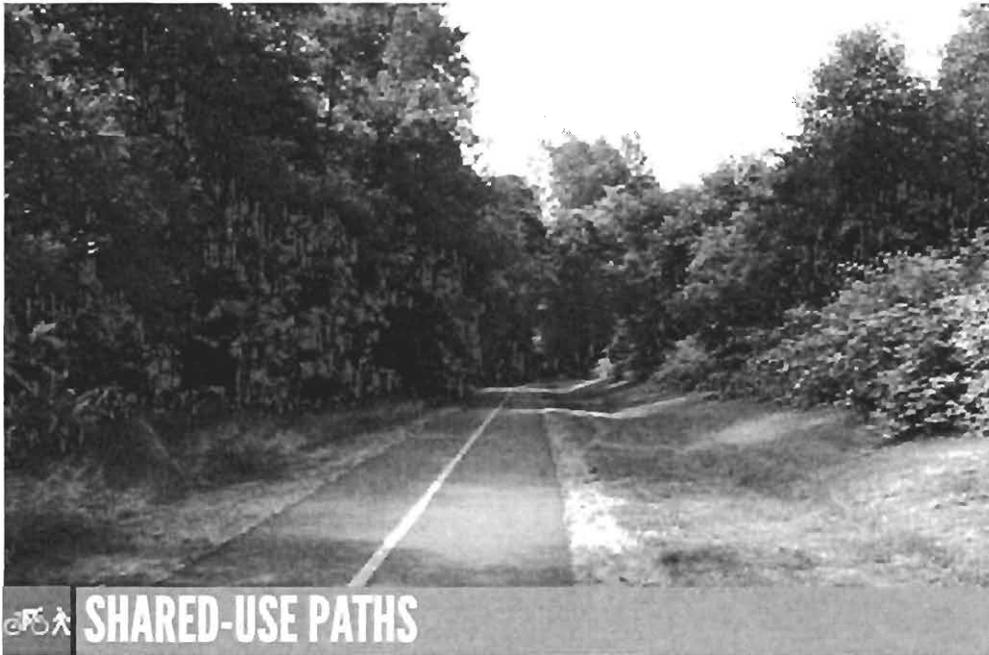
Neighborhood greenways are a relatively new strategy that combines a number of non-motorized facilities--signage, traffic calming, pavement markings--to create designated, prioritized routes for biking and walking on local streets. Pioneered in Portland, Oregon, neighborhood greenways are created through modest, low-cost interventions on existing low-volume streets as a means of creating safer streets for everyone. Local roads with less than 1,000 ADT (Average Daily Traffic) are typically the best candidates for this treatment.

For example, stop signs may be turned so that perpendicular traffic must stop, but cyclists and joggers can travel unimpeded. The most intensive interventions occur where greenways cross arterials and pedestrian signals, refuge islands, signage and other traffic control devices are used to make safe crossings.

Neighborhood greenways can also be developed in tandem with stormwater programs by creating "green streets" along the route, using low impact development techniques. The blog Streetfilms has an excellent primer on Portland's neighborhood greenways at: <http://www.streetfilms.org/>.

GUIDELINES, STANDARDS AND REFERENCES

- AASHTO, A Policy on Geometric Design of Highways and Streets, 6th Edition
- AASHTO, Guide for the Development of Bicycle Facilities, 3rd Edition
- Access Board, Accessible Rights of Way: A Design Guide, <http://www.access-board.gov/prowac/>
- NACTO, Urban Bikeway Design Guide, <http://nacto.org/cities-for-cycling/design-guide/>
- FHWA, Manual on Uniform Traffic Control Devices for Streets and Highways, 2009 Edition



DEFINITION AND DISCUSSION

Shared-use paths--also called multi-use paths, hiker-biker trails, greenways and regional trails--are off-street facilities designed for a variety of non-motorized uses. The Green River Trail, the Des Moines Creek Trail and the Lake to Sound Trail are all local examples of this type of facility.

Many shared-use paths are built on old rights-of-way--like the Burke-Gilman Trail in Seattle, which uses an old railroad grade--or share the right-of-way with other infrastructure projects, like the proposed extension of the Lake to Sound Trail, which will share the right-of-way with the SR 509 extension. The costs associated with a dedicated right-of-way means that, while popular, there are also relatively few shared-use paths.

Because of the many users, urban shared-use paths are typically more recreational in nature when compared to on-street facilities, especially on the weekends. They are exceptions of course. The Burke-Gilman Trail, with its congestion and many crossings, still has an 85th percentile speed (the standard gauge of the average cycling speed on a trail) of around 17-18 miles per hour on many stretches of trail.

GUIDELINES, STANDARDS AND REFERENCES

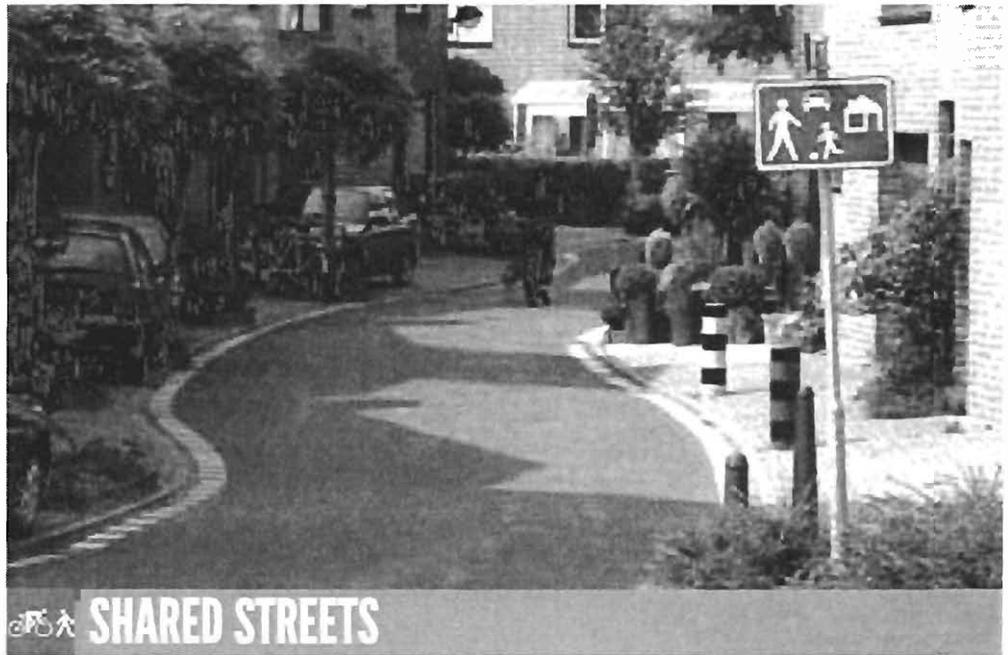
AASHTO, A Policy on Geometric Design of Highways and Streets, 6th Edition

AASHTO, Guide for the Development of Bicycle Facilities, 3rd Edition

Access Board, Accessible Rights of Way: A Design Guide, <http://www.access-board.gov/prowac/>

NACTO, Urban Bikeway Design Guide, <http://nacto.org/cities-for-cycling/design-guide/>

King County, 2007 Road Design and Construction Standards, <http://www.kingcounty.gov/transportation/kcdot/Roads/EngineeringServices/RoadStandards2007.aspx>



DEFINITION AND DISCUSSION

Whether referred to as woonerfs, festival streets, home zones or some other name, shared streets are quickly becoming a popular strategy for reclaiming the street right-of-way by signalling that cars are the guests, but that the street is truly designed for people. These facilities are typically on low-volume streets where traffic is already slow and destinations are few, i.e. there will not be speeding through traffic.

For example, the term home zones--popularized in England--referred to streets without a lot of traffic that were made safer for the children living on that street through traffic calming and signage strategies. Many times these streets were are dead ends or dis-continuous road segments.

Shared streets are not appropriate in all locations. Low volumes and a variety of traffic calming measures are important to signal to drivers that this is not a typical street design and that there are a different set of expectations in place. They have, however, been implemented successfully in the United States and are quite popular in residential contexts.

GUIDELINES, STANDARDS AND REFERENCES

AASHTO, A Policy on Geometric Design of Highways and Streets, 6th Edition
Access Board, Accessible Rights of Way: A Design Guide, <http://www.access-board.gov/prowac/>

NACTO, Urban Bikeway Design Guide, <http://nacto.org/cities-for-cycling/design-guide/>

King County, 2007 Road Design and Construction Standards, <http://www.kingcounty.gov/transportation/kcdot/Roads/EngineeringServices/RoadStandards2007.aspx>

POTENTIAL FUNDING MECHANISMS

The pedestrian and bicycle network recommendations in this Plan can be implemented via existing and potential new funding mechanisms over the next 20+ years. Some of these possible funding mechanisms are identified below.

EXISTING CITY OF SEATAC FUNDING MECHANISMS

CAPITAL IMPROVEMENT PROGRAM (CIP)

The City of SeaTac's Capital Improvement Program (CIP) is a six year funding plan for capital projects and equipment over \$100,000, and includes projects such as the construction of transportation infrastructure. Major studies like the Transportation Improvement Program are included in the six year CIP. The current CIP can be found on the City of SeaTac website at:

www.ci.seatac.wa.us/Modules/ShowDocument.aspx?documentid=2555

TRANSPORTATION IMPROVEMENT PROGRAM (TIP)

The City of SeaTac, along with all cities in the State of Washington, is required to adopt a minimum six year Transportation Plan (TIP) by July 1st of each year. SeaTac elected to have the plan cover a ten year period. Each June, a public hearing is held to gather input from the citizens for the next TIP. The plan is formally adopted through a Resolution. The TIP is a planning document. The City uses it to identify future transportation improvement projects and to request State and/or Federal funds. Many projects on the plan are funded, some are delayed and others may not receive funding.

The current TIP can be found on the City of SeaTac website at:

<http://www.ci.seatac.wa.us/Modules/ShowDocument.aspx?documentid=3930>

NEIGHBORHOOD SIDEWALK PROGRAM

The City of SeaTac's Neighborhood Sidewalk Program is a 20-year program to construct twelve miles of sidewalk throughout the City. This annual program is incorporated in the City's Transportation Improvement Plan. It was created in 2008, based on the recommendations of a City Council-appointed Ad Hoc Committee comprised of seven SeaTac residents. It should be noted that the 2012-2017 CIP indicates that a new funding source is needed for the Neighborhood Sidewalk Program beginning in 2016. More information on the Sidewalk Ad Hoc Committee can be found in Appendix B.

NEIGHBORHOOD TRAFFIC CONTROL PROGRAM

The Neighborhood Traffic Safety Program represents the commitment of the City of SeaTac to the safety and livability of residential neighborhoods. The three-phase program addresses neighborhood traffic safety concerns while enabling citizens and community groups to become involved with the improvement process. Each phase of the Neighborhood Traffic Safety Program contains specific techniques for addressing traffic concerns in neighborhoods.

- PHASE I or Neighborhood Enhancement Phase - passive, less restrictive measures.
- PHASE II or Physical Devices Phase - more restrictive physical devices if needed.
- PHASE III or Major Projects Capital Improvement Program (CIP), Transportation Improvement Program (TIP), or other special funding.

Detailed information on the program can be found at:

<http://www.ci.seatac.wa.us/Modules/ShowDocument.aspx?documentid=81>

POTENTIAL NEW FUNDING MECHANISMS

In addition to the City's possible funding mechanisms, State, non-profit and federal partners have a number of potential funding opportunities that may be used by the City of SeaTac to leverage other investments and make resources go further. These programs include such diverse sources as State and federal Safe Routes to School programs, federal Community Action Grants, Transportation Improvement Board Urban Sidewalk Program grants and REI Bicycle Friendly Communities Grants. It should be noted that, typically, these grants are restricted to arterial streets.

Additionally, since the right of way also serves as a critical component of a city's stormwater management and conveyance infrastructure, utility grant programs also offer a cost offsetting opportunity. For example, the Washington State Department of Ecology Stormwater Grants can be used to implement low impact development features which can include streetside planting in bioretention areas and porous pavement applications for sidewalks.

APPENDIX A: PROPOSED NEW AND REVISED POLICIES

The following proposed new and revised policies were developed as part of the preparation of the Safe and Complete Streets Plan. These policies will be reviewed during the Transportation Master Plan and the 2014 Comprehensive Plan major update. In addition to the existing policies, these recommended changes strengthen the policy language to support the implementation of Safe and Complete Streets in the City of SeaTac.

GLOSSARY

Comprehensive Plan Element	Reference	Suggested Revisions
GLOSSARY	Active Transportation (NEW)	Active transportation refers to non-motorized transportation modes, such as bicycling and walking, that are well integrated with public transportation. People are more active when they ride a bike, walk or take public transportation, resulting in better public health and less impact on the environment.
GLOSSARY	Safe and Complete Streets (NEW)	Safe and complete streets are streets for everyone. They are designed, operated and maintained to enable safe access for all users and all modes. Pedestrians, bicyclists, freight drivers, motorists and transit riders of all ages and abilities should be able to safely and appropriately move along and across a safe and complete street. Safe and complete streets make it easy to cross the street, walk to shops, and bicycle to work. They allow buses to run on time and make it safe for people to walk to and from transit stations.
GLOSSARY	Low Impact Development (NEW)	Low impact development is a stormwater management and land development strategy that emphasizes conservation and use of on-site natural features integrated with engineered, small-scale hydrologic controls to more closely mimic predevelopment hydrologic functions.
GLOSSARY	Vulnerable Users (NEW)	As defined by Washington State law, a "vulnerable user of a public way" means: pedestrians; a person riding an animal; or a person operating any of the following on a public way: a farm tractor or implement of husbandry, without an enclosed shell; a bicycle; an electric-assisted bicycle; an electric personal assistive mobility device; a moped; a motor-driven cycle; a motorized foot scooter; or a motorcycle. Note: This was adopted as HB1339. It is not yet part of the WAC since the law does not take effect until July 2012.
GLOSSARY	Walkable Zone (NEW)	A walkable zone is horizontal zone within the right of way or easement that is at least 4 feet wide and ideally has a 2% cross slope. The walkable zone shall be un-obstructed, stable surface and free of above grade utilities, shrubs or trees. Vehicles should not be allowed to park in these zones.
GLOSSARY	Amenity Zone (NEW)	An amenity zone is a horizontal zone within the right of way between the "walkable zone," which is typically closer to the buildings and the curb/travel lanes that is used to place amenities and utilities like landscaping, street trees, junction boxes, light poles, mail boxes, benches, signage, etc.

TRANSPORTATION

Comprehensive Plan Element	Reference	Suggested Revisions
CHAPTER 3: TRANSPORTATION	Goal 3.1	<p>To promote the safe and efficient mobility of people and goods for of SeaTac's residents, businesses and visitors through a multi-modal transportation system that encourages alternative travel and active transportation modes, which help promote a healthy community.</p> <p><i>Discussion: This goal acknowledges the need for alternative travel and active transportation modes to meet the transportation mobility needs of the City. In the short- to mid-range (zero- to 10-year) horizon, this plan includes improvements to the arterial and freeway system, including improvements and additions to existing transit service and nonmotorized facilities. The plan also promotes reducing transportation demand, especially during peak travel periods, by encouraging active transportation modes as an alternative travel modes to single-occupan t cy vehicles. Sound Transit's light rail transit system (HCT) opened in 2009 with the Tukwila International Boulevard Station at S. 154th St. and the SeaTac/Airport station in 2010. Personal Rapid Transit (PRT) has been considered to connect travelers to the light rail stations, the Airport, hotels and other destinations in the City without increasing congestion on the roadways, but is not currently available to meet the transportation needs of the City.</i></p> <p><i>The PRT option, or options for a similar type of system that would provide a similar function, should be considered when the technology demonstrates that such a system is feasible for the City. Implementation actions should be pursued according to the design and financial feasibility of any HCT system, and supportive land use actions pursued that will be consistent with its future success.</i></p>

TRANSPORTATION

Comprehensive Plan Element	Reference	Suggested Revisions
CHAPTER 3: TRANSPORTATION	Policy 3.2A	<p>Establish a level of service (LOS) standard for intersections and roadways with LOS E or better as being acceptable should be considered acceptable on principal or minor arterials; LOS D or better should be considered acceptable on collector arterials and lower classification streets. The City's Director of Public Works, utilizing established criteria using state and regional guidance, shall be allowed to provide for exceptions to the LOS E standard along minor and principal arterials if future improvements are included in the City's adopted transportation plan. The City should also provide exceptions where the City determines improvements beyond those identified in the transportation plan are not desirable, feasible, or cost-effective. The recommended transportation plan would require exceptions to the level of service policy at the following two intersections: S. 188th Street/International Boulevard and S. 200th Street/International Boulevard. The decision on any exceptions should be reflective of acceptable traffic engineering methodologies. As resources become available,</p> <p>establish a multi-modal level of service (MMLOS) standard tailored to Sea-Tac's conditions for intersections and roadways .</p> <p>NOTE: Multimodal level of service evaluations provide engineers, public works officials and elected officials with a more complete analysis of a street's multimodal performance. Whereas traditional level of service would have provided one data point regarding vehicle throughput, a MMLOS evaluation might provide 4 data points to evaluate the tradeoffs for different modes of travel, in accordance with the methodology described in the 2010 Highway Capacity Manual (HCM). This is also in line with active transportation guidance provided by PSRC.</p> <p><i>Discussion: The Growth Management Act (GMA) requires that a level of service standard be established for arterial routes. Traditional traffic engineering analyses have focused level of service discussions exclusively on automobile throughput without regard to other transportation modes, such as transit. Traffic engineers have been re-examining this practice and cities have recently begun moving toward adopting multi-modal level of service analyses that account for all trips that occur in the right of way. This type of analysis meets the GMA's concurrency requirements.</i></p> <p><i>"LOS E/F" is defined as the capacity of a roadway or intersection. A "LOS D" or better along the minor and principal arterials will likely discourage use of alternative travel modes because people would see no disadvantage to driving single-occupancy vehicles . The "LOS D" or better goal for collector arterials and lower classification streets acknowledges the desire to minimize the use of these facilities by through traffic. The exceptions to the "LOS E" standard on minor and principal arterials reflect that the City has developed the transportation plan based on a forecast level of development. Many of the major transportation improvements will take six or more years to implement. "LOS F" conditions already exist (or will likely occur within the next few years) along some of the principal and/or minor arterials, including S. 188th Street/International Boulevard and S. 200th Street/International Boulevard. Due to the time lag in implementing major projects, the City should allow developments that are consistent with the development assumptions of the Joint Transportation Study (JTS) to proceed subject to the Public Works Director's approval.</i></p>

TRANSPORTATION

Comprehensive Plan Element	Reference	Suggested Revisions
CHAPTER 3: TRANSPORTATION	Policy 3.2E, p. 3-8	<p>Major capacity improvements should focus on the principal and minor arterials, with a coordinated emphasis on transit and freight capacity improvements. These improvements should be supplemented with safety, capacity-accessibility and active transportation multi-modal improvements on high priority streets within the City.</p> <p><i>Discussion: In order to minimize congestion in the City, the principal and minor arterials need additional roadway capacity to be reviewed for appropriate transit and freight movement, signal timing and traffic management for all modes. Providing improved controls additional capacity on the principal and minor arterials also will minimize traffic cutting through residential neighborhoods. Spot improvements to eliminate existing safety and capacity problems throughout the City also should receive a high priority.</i></p>
CHAPTER 3: TRANSPORTATION	Policy 3.2G, p. 3-8	<p>Define design elements, facilities and amenities should be defined for arterials and local streets based on balancing the functional classification needs of the facility and the needs of the adjacent projected land uses and their users. The design elements should be compatible with the projected adjacent land uses and identify desired provisions for integrating accommodate and encourage alternative and active transportation modes such as transit, HOV, pedestrians, and bicycles as appropriate for each functional classification. Amenities should enhance the mobility options by providing an improved environment for all users.</p> <p><i>Discussion: The design elements for a facility should reflect the intended function of the facility. Principal arterials should have design elements that provide for the movement of through travel with limitations on the type and amount of direct access. Local streets should have elements that provide for property access and discourage through traffic. Design elements for minor and collector arterials should reflect their functions between those for principal arterials and local streets. The design elements also should indicate the City's desire for the type and level of treatment for transit/high occupancy vehicle needs (for example, bus pullouts, HOV lanes, queue bypass lanes at intersections) and for nonmotorized travel (for example, paved shoulders, sidewalks, on-street bike lanes). These definitions are important since there may be physical limitations, cost constraints, or minimal rights-of-way in some corridors.</i></p>
CHAPTER 3: TRANSPORTATION	Policy 3.2K	<p>To establish appropriate speeds along SeaTac's roadways, balance multi-modal mobility, traffic engineering standards, a street's functional classification, adjacent land uses and public safety concerns. Based on traffic engineering standards, speed limits should reflect the functional classification of the roadway, adjacent land uses, and the physical condition of the roadway.</p> <p><i>Discussion: Street classifications and purposes are established in the SeaTac Transportation Master Plan. Establishment of speed limits should take into account existing conditions of the roadway, including design parameters, any public health and safety concerns, the type and density of land uses and access. Principal and minor arterials are primarily intended to provide for through traffic; therefore, appropriate speed limits should be established to reflect that function within the design of the facility. Collector arterials and lower-classified streets are intended to serve more localized traffic, which would allow for lower speed limits. Establishment of speed limits should take into account existing conditions of the roadway, including design parameters, the type and density of land uses, and access.</i></p>

TRANSPORTATION

Comprehensive Plan Element	Reference	Suggested Revisions
CHAPTER 3: TRANSPORTATION	Policy 3.2M, p. 3-10	<p>The City shall address neighborhood traffic calming control issues in a comprehensive fashion consistent with the plans and procedures that have been adopted to address these issues, consisting of but not limited to the following: SeaTac's Safe and Complete Streets Plan, The <i>Discussion: A comprehensive evaluation of transportation issues throughout the City was conducted as part of developing the Joint Transportation Study (JTS) in 2001. The JTS includes the plans and programs listed in Policy 3.2M. Systematic implementation of these plans and programs through the annual Transportation Improvement Program (TIP) and Capital Facilities Plan (CFP) will provide for an integrated, cost-effective program of solutions that may include such features as traffic-calming alternatives, signage, pedestrian facilities, and other improvements. These plans and programs can help minimize the intrusion of non-local automobile traffic into residential areas, as well as provide for sidewalks to connect to schools, public transportation facilities and other community destinations. Refer to this Comprehensive Plan's Transportation Background Report and the SeaTac Safe and Complete Streets Plan for more information on these plans and programs.</i></p> <p>NOTE: At this point, this policy is being flagged and it is noted that it will be necessary to incorporate a reference to the Safe and Complete Streets Plan. It is as yet uncertain whether the S+CS Plan will supplant or support the Pedestrian Facilities Plan and/or the</p>
CHAPTER 3: TRANSPORTATION	Goal 3.3, p. 3-12	<p>To plan for and To develop a system of transportation facilities for all users and all modes of the city's transportation system including pedestrians, and bicyclists and transit users. alternative travel modes, as well as for recreational purposes.</p> <p><i>Discussion: Facilities for bicycles and pedestrians are very important transportation features for the City of SeaTac, particularly where they connect to destinations like food establishments and transit stops. Pedestrian and bicycle connections are also important considerations in neighborhoods, providing safe access to schools and parks. Safe pedestrian and bicycle facilities are needed to encourage and support active transportation modes. The following policies provide direction for developing pedestrian and bicycle facilities within the City.</i></p>
CHAPTER 3: TRANSPORTATION	Policy 3.3A, p. 3-12	<p>Recognize safe pedestrian movement as a basic means of transportation and assure adequate pedestrian facilities, amenities and connections are provided for in conjunction with other transportation facilities and developments.</p> <p><i>Discussion: The City requires is encouraging the provision of adequate pedestrian facilities for pedestrians with a strong emphasis on those facilities to be constructed as part of future developments, and accompanying amenities in all public capital projects and in future private developments. With a working pedestrian circulation system, the City can create and support alternative travel modes and greater recreational options.</i></p>
CHAPTER 3: TRANSPORTATION	Policy 3.3B, p. 3-12	<p>Provide sidewalks or other designated pedestrian facilities (including crossings) on both sides of the street along principal and minor arterials and some designated collector arterials (as defined in the transportation improvement plan project list), where appropriate. Provide crossings, markings and traffic controls at all street intersections, where appropriate. Work to provide walkable zones on all other roadways.</p> <p><i>Discussion: The high traffic volumes and higher speeds along arterial routes make it difficult and create potential safety hazards for non-motorized travel. Therefore, sidewalks, paved shoulders, or other adequate facilities (as defined by the roadway design standards and the Safe and Complete Streets Plan) need to be provided to promote non-motorized travel active transportation in the City. Crosswalks, signing, and pedestrian-activated signals should conform to the Manual on Uniform Traffic Control Devices (MUTCD).</i></p>

TRANSPORTATION

Comprehensive Plan Element	Reference	Suggested Revisions
CHAPTER 3: TRANSPORTATION	Policy 3.3C, p. 3-13	<p>Focus safety and pedestrian capacity improvements on routes that provide access to local destinations such as food establishments, shared-use paths, schools, parks, transit facilities and other public facilities.</p> <p><i>Discussion: See the Safe and Complete Streets Plan for guidance on prioritized segments and methodology. Areas with relatively higher pedestrian use should be a priority for improvements that increase pedestrian safety.</i></p> <p>NOTE: This policy is being flagged at this time to revise it once a bicycle prioritization methodology has been vetted and agreed upon and to align the prioritization criteria above with the existing sidewalk program criteria.</p>
CHAPTER 3: TRANSPORTATION	Policy 3.3D, p. 3-13	<p>The type provision of pedestrian facilities on one or both sides of non-arterial streets should be flexible to allow for consideration of the physical constraints, economic feasibility, and neighborhood context specific to a particular location, while ensuring minimum "walkable zone" and safety standards are met.</p> <p><i>Discussion: It is recognized The City recognizes that building sidewalks on both sides of local access streets is desirable for creating walkable communities, but may not be feasible or practical in all situations. At the Public Works Director's discretion, sidewalks may be constructed on only one side of the street. Factors to be considered include physical constraints such as topography or sensitive areas, abutting land uses, pedestrian safety considerations, and community context.</i></p> <p>NOTE: This revision is intended to meet ADA/PROWAG guidelines and standards. See Glossary for walkable zone definition.</p>
CHAPTER 3: TRANSPORTATION	Policy 3.3E, p. 3-13	<p>Develop a system network of bicycle facilities routes providing for safe travel within the City and for connections to regional facilities. The bicycle network should connect to major local destinations such as Link Light Rail, North SeaTac Park or Sea-Tac International Airport. See the SeaTac Safe and Complete Streets Plan for bicycle facility project prioritization.</p> <p><i>Discussion: Bicyclists should be directed to use the most convenient, yet safe, bicycle facilities within the City of SeaTac. These routes should connect with designated bike routes of Coordinate planning, designing, and constructing these facilities with adjacent jurisdictions to create a connected bicycle facility network and should be consistent with regional plans to accommodate longer, more regional bicycle trips as an alternative transportation mode. The system of routes should provide access to regional destinations as well as to local major employment centers, including the future Aviation Business Center. The design and type of bicycle facilities should be based on the most current local and national design standards and guidelines.</i></p>
CHAPTER 3: TRANSPORTATION	Policy 3.3F	<p>Coordinate with the Port of Seattle and transit agencies to explore the possible development of a bicycle routes and facilities as described in the Safe and Complete Streets Plan. to the Airport from South 188th and South 170th Streets.</p> <p><i>Discussion: Bicyclists must now use International Boulevard between South 188th Street and South 170th Street. This section of roadway has a very high volume of traffic and numerous access drives, which make bicycle travel difficult. A new route to the Airport terminal area would eliminate the need for bicyclists to use International Boulevard by connecting the bicycle route on 24th Avenue South with bicycle facilities on South 188th Street and the proposed 28th/24th Avenue South corridor. The City should coordinate closely with the Port of Seattle to explore the potential of developing a route to maximize bicycle access and safety.</i></p> <p>NOTE: Once the Safe and Complete Streets plan is adopted, the City may want to include the more specific language in the Comprehensive Plan to instead speak toward collaboration with SeaTac's external partners.</p>

TRANSPORTATION

Comprehensive Plan Element	Reference	Suggested Revisions
CHAPTER 3: TRANSPORTATION	Policy 3.3G NEW	<p>Coordinate with the Highline School District to support “Safe Routes to School” programs.</p> <p><i>Discussion: The City and Highline School district may work together to conduct enforcement, education and encouragement programs, as well as to pursue grant and partnership opportunities. Additionally, the City will coordinate with the school district to ensure effective engineering solutions are provided for children and families around the school.</i></p> <p>NOTE: During the process of working on the CPPW grant, a good working relationship has been strengthened between the City of SeaTac and the Highline School District. This should be supported and continued.</p>
CHAPTER 3: TRANSPORTATION	Policy 3.3J, NEW	<p>Coordinate with transit service providers to expand mobility for all residents through integration of pedestrian and bicycle facilities and transit networks.</p> <p><i>Discussion: Partner agencies, like Metro and Sound Transit, are key partners in developing a strong pedestrian and bicycle network. Recent rule changes from the Federal Transit Agency have resulted in greater ability for transit agencies to partner with and fund pedestrian and bicycle facilities which act as de facto transit facilities within a given radius of a transit stop.</i></p>
CHAPTER 3: TRANSPORTATION	Policy 3.3K, NEW	<p>Support education efforts relating to traffic, transit use, and bicycle and pedestrian safety.</p> <p><i>Discussion: Education and encouragement are critical strategies in commute trip reduction (CTR) programs and for getting more people walking, biking and using transit.</i></p>
CHAPTER 3: TRANSPORTATION	Goal 3.4, p.3-14	<p>To encourage the use of transit and other High Occupancy Vehicles (HOV)/multi-modal travel transportation modes to accommodate a larger proportion of existing and future travel trips in and adjacent to the City of SeaTac.</p> <p><i>Discussion: Area residents and elected officials identified the need for improved transit service and programs to increase the use of high occupancy vehicles in the City of SeaTac. Furthermore, increased transit, active transportation and Transportation Demand Management programs will be needed to reduce the need for continued widening or new construction of arterials. The success of these programs is an important consideration in establishing the acceptable level of service standard for principal and minor arterials at LOS E or better. The following policies are identified to implement this goal.</i></p>

COMMUNITY IMAGE

Comprehensive Plan Element	Reference	Suggested Revisions
CHAPTER 6: COMMUNITY IMAGE	Policy 6.1B, p. 6-5	<p>Preserve existing vegetation and street trees.</p> <p><i>Discussion: The trees that contribute most to the City's image and walkability are the mature ones that already exist. Measures must be taken to ensure that large trees are retained.</i></p>
CHAPTER 6: COMMUNITY IMAGE	Policy 6.1C, p. 6-5	<p>Continue to promote the installation of trees and other vegetation along streets.</p> <p><i>Discussion: Planting trees along streets is a powerful way of changing the character of an area. However, to be effective and have an immediate impact, street trees must be of a certain type and size and be appropriately spaced and located. Also, trees help define and protect space for pedestrians; therefore, they should be placed close to the curb zone within the street's amenity zone.</i></p> <p>NOTE: The City may want to consider a revised set of street cross sections that contain a new feature called an amenity zone. Many municipalities have this feature, which is a zone within the right of way between the "walkable zone," which is typically closer to the buildings and the curb. Lights, street trees, benches, etc are placed in the amenity zone.</p>
CHAPTER 6: COMMUNITY IMAGE	Policy 6.1E, p. 6-7	<p>Encourage the connection and linkage of parks, boulevards, neighborhood greenways, open spaces and greenbelts.</p> <p><i>Discussion: Greenbelts, open natural areas and parklands are less effective if they are isolated or made up of small parcels of land. Over time, ways should be found to link greenbelts to ensure continuity, both functionally and visually. Linkages should be considered within SeaTac and across city boundaries.</i></p>
CHAPTER 6: COMMUNITY IMAGE	Policy 6.1F, p. 6-7	<p>Provide for publicly-accessible open space in commercial districts and business park developments.</p> <p><i>Discussion: The provision of open space in commercial areas and business districts is a valuable amenity to residents and employees in the City. It also offers a visual relief to the expanse and intensity of the built environment. Such open space may include landscaping and design features including public sculpture, fountains, park benches, street furniture, pathways and ponds. Large developments should be encouraged to incorporate open space as part of their site development. Open space should be linked between developments where possible.</i></p> <p>NOTE: Many of the benefits of the open space listed in the discussion portion assume that the open space is publicly-accessible. What has been added here is a clarifying modifier to ensure that this was clear.</p>
CHAPTER 6: COMMUNITY IMAGE	Policy 6.2H, p. 6-14	<p>Establish a variety of public spaces throughout the Urban Center.</p> <p><i>Discussion: Public space comes in many forms: streets, large parks, small parks, pocket parks, plazas, courtyards, gardens, and so forth. An urban center must, over time, provide a diversity of public spaces. Some will be developed by the City or other agencies, while some will be privately provided. It is important that there be some form of public space associated with each major development project, so that eventually there can be a wide variety of types and sizes throughout the center. The City particularly encourages pockets of public space in the City Center, to help create a greater sense of identity and place that can be enjoyed by both residents and visitors.</i></p> <p>NOTE: This policy has great similarities with 6.2Y. The City may want to combine and/or delete one of the policies.</p>

COMMUNITY IMAGE

Comprehensive Plan Element	Reference	Suggested Revisions
CHAPTER 6: COMMUNITY IMAGE	Policy 6.2I, p. 6-14	<p>Encourage connections between the Urban Center and nearby neighborhoods.</p> <p><i>Discussion: The Urban Center should not be seen as an isolated, freestanding area of the community. It needs to be linked to the neighborhoods surrounding it. While such linkages can be enhanced by transit, the principal means should be through sidewalks, walkways and other ground-level corridors, particularly creating east-west connections to the adjacent neighborhoods. While most of these will be developed as a part of public streets and open space, there may be some instances in which pathways could be cut through private property via access easements provided the owner is willing to grant the easement through purchase or gifting to the City.</i></p> <p>Provide safe methods such as signaled crossings, textured crosswalks and pedestrian islands within the planted median for people to cross major streets at regular and convenient intervals.</p> <p><i>Discussion: Very wide streets carrying heavy traffic volumes, such as International Boulevard, should have special features to allow for safe and convenient crossings movement on foot. Overpasses are expensive and cede the street space to vehicles, creating a problematic and unsafe street environment. Therefore, an emphasis on at-grade crossings is preferred. Efforts should be made to keep intersections clear of non-directional signage and inappropriate trees and vegetation.</i></p> <p>NOTE: This policy has great similarities with 6.2W. The City may want to combine and/or delete one of the policies.</p>
CHAPTER 6: COMMUNITY IMAGE	Policy 6.2X, p. 6-21	<p>Encourage pedestrian connections through large blocks.</p> <p><i>Discussion: The Urban Center will likely require a new pattern of streets and blocks to open up access and allow for internal circulation without adding congestion to International Boulevard. While it is desirable to keep blocks as small as possible, it is likely that they will be somewhat large. Therefore, the city will need to negotiate with private developers to create through corridors it will be necessary to secure corridors that cut through blocks so that people will be able to conveniently walk between destinations. Some of these connections should be outside the buildings, while others could be interior.</i></p> <p>NOTE: See note above.</p>
CHAPTER 6: COMMUNITY IMAGE	Policy 6.2Y, p. 6-21	<p>Create public spaces within the Urban Center.</p> <p><i>Discussion: Urban centers are stronger and more focused when they have one or more major public parks or squares. Such a place is seen by the community as a "commons" when it is publicly owned, programmed, monitored and maintained. A privately provided plaza may not accomplish the same result, since it is not "held in common" by the citizens of the community.</i></p> <p>NOTE: See note above.</p>
CHAPTER 6: COMMUNITY IMAGE	Policy 6.5B, p. 6-33	<p>Initiate various types of pedestrian, bicycle and transit connections between the Airport and the community.</p> <p><i>Discussion: The Airport is a built-in source of customers, visitors and employees. All of these people need to be able to have safe, convenient, multi-modal access to areas outside the Airport. A collaborative effort between the City and the Port could reveal interesting and imaginative ways of linking the nearby neighborhoods, commercial areas, and the Airport.</i></p>

ECONOMIC VITALITY

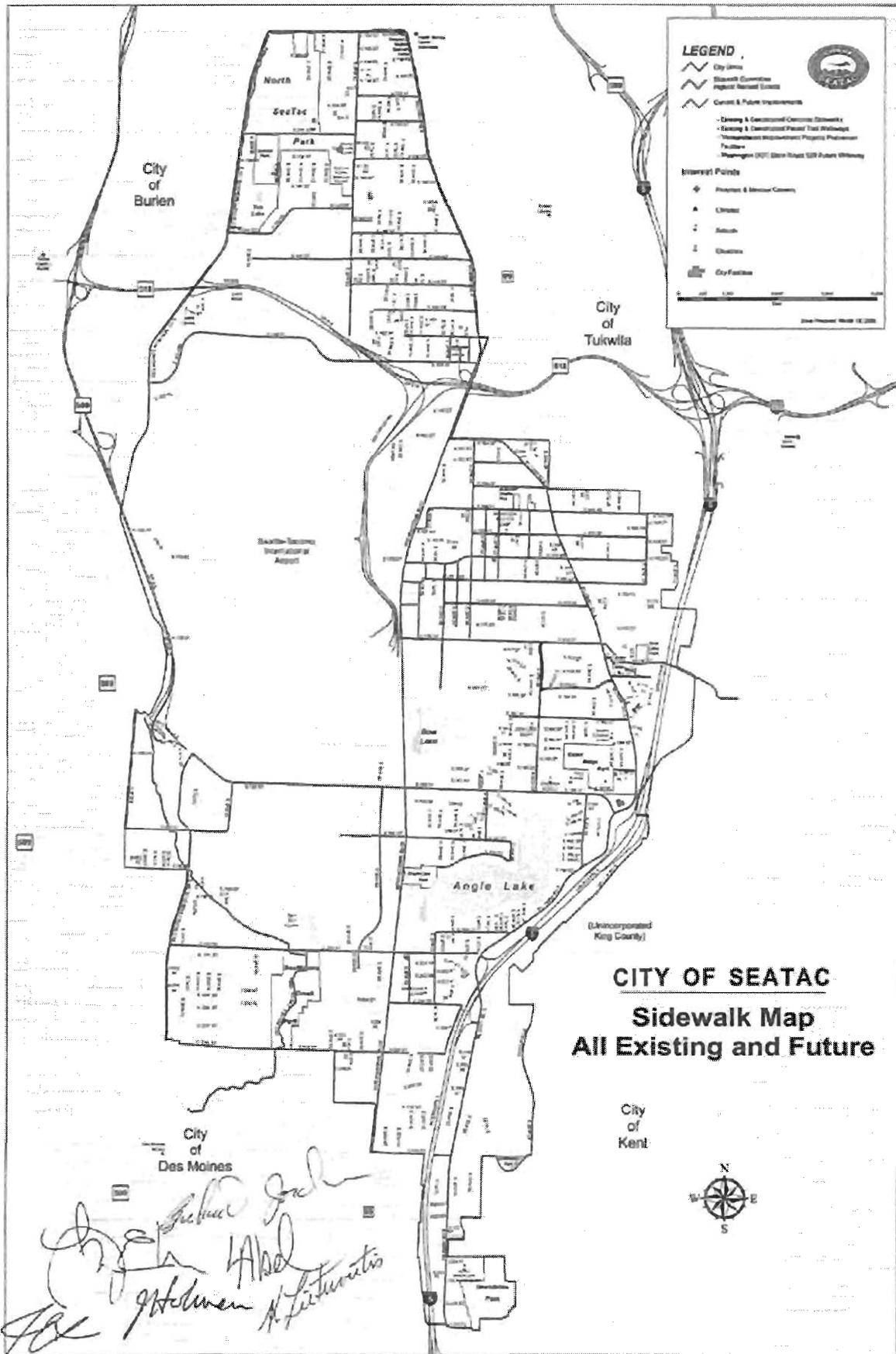
Comprehensive Plan Element	Reference	Suggested Revisions
CHAPTER 7: ECONOMIC VITALITY	Policy 7.6C	<p>Multi-Modal Transportation Strategy. Facilitate a multi-modal transportation strategy which enhances the movement of people and goods to, from and throughout the City.</p> <p><i>Discussion: Air service (Seattle-Tacoma International Airport), harbor service (Port of Seattle and Tacoma facilities), bicycle and pedestrian facilities and public ground transportation services (Metro, etc.) constitute multi-modal linkages integral to the success of many businesses and industries in the region. The Port of Seattle and the Port of Tacoma provide a vital conduit between air and surface transportation of people and goods for local and international trade. Passenger cars and truck movement along with the potential for rail and personal rapid transit provide a vital link to and from international, interstate and regional locations for trade and passenger travel.</i></p>
CHAPTER 7: ECONOMIC VITALITY	Policy 7.7B	<p>Enhance residential livability within the City. Identify and implement strategies that will enhance the livability of residential neighborhoods within the City, such as neighborhood cleanups, sidewalks, bike lanes, parks, street trees, signage, code enforcement, etc.</p> <p><i>Discussion: Enhancing residential neighborhoods within the City will increase livability and the probability that both employers and employees may locate in SeaTac and/or nearby areas.</i></p>

PARKS, RECREATION AND OPEN SPACE

Comprehensive Plan Element	Reference	Suggested Revisions
CHAPTER 9: PARKS, RECREATION, AND OPEN SPACE	Policy 9.3D, p. 9-8	<p>Improve bicycle access and safety throughout the SeaTac area and provide new bicycle facilities lanes and/or trails when new roads or public or private transportation facilities are constructed or improved, as appropriate.</p> <p><i>Discussion: It is important to promote multiple uses of existing and future rights-of-way. The City should also consider establishing bicycle lanes or trails along major streets as improvements to these streets are made.</i></p>

APPENDIX B: SEATAC NEIGHBORHOOD SIDEWALK PROGRAM

In 2006, the SeaTac City Council formed the Sidewalk Ad Hoc Advisory Committee, composed of seven residents from around the City. This group was charged with developing recommendations for Council consideration regarding sidewalk funding, construction, and future maintenance for local streets in SeaTac neighborhoods. Over an 18-month period, the committee discussed funding options, examined other cities' sidewalk programs, created a priority point system for sidewalk selection, reviewed maps, and conducted independent field work of recommended sidewalk routes. In May 2008, the committee recommended a 20-year program to construct twelve miles of sidewalk throughout the City.



ANNUAL SIDEWALK PROGRAM



Each year, one segment from the routes identified by the Sidewalk Ad Hoc Committee in its Sidewalk Program has been constructed. At full build-out, twelve miles of new sidewalk will have been constructed in SeaTac's neighborhoods. Following is a list of segments constructed by the publishing of this Plan:

- 2009/10: 42nd Avenue South (S 176th St to S 188th St)
- Using the Sidewalk Ad Hoc Committee's recommendations, 42nd Avenue South, was chosen for the first annual sidewalk project. It was designed in 2009 and constructed in 2010.
- 2010/11: South 138th Street (24th Ave S to Military Road S)
- The second annual project was on South 138th Street east of the Community Center. It was constructed in 2011.

TWENTY YEAR NEIGHBORHOOD SIDEWALK PROGRAM MAP

The Neighborhood Sidewalk Program's twenty year sidewalk map which was developed by the Ad Hoc Committee can be found on the facing page.

APPENDIX C: EXISTING BIKE MAP

This existing bicycle facilities map was developed as part of the Joint Transportation Study in 2000.

APPENDIX D: DRAFT PROJECT EVALUATION WORKSHEETS FOR PEDESTRIAN AND BICYCLE PROJECTS

The following worksheets were prepared as examples for SeaTac to use in selecting bicycle and pedestrian projects that support the network. These worksheets are meant to provide both a quantitative and qualitative method to support the selection of projects for implementation.

DRAFT

Annual

Neighborhood Sidewalk Project Selection Worksheet

The following recommended project development priorities can be used as a framework to select a package of corridors each year that is aligned with the City's priorities and will build out the pedestrian network systematically as funding allows.

This worksheet applies primarily to residential streets in the city. Sidewalk development on arterial streets will be determined each year through the TIP process.

Based on funding allocated or won through grants each year, a number of selected segments can be combined as one project for implementation. As an example, a project may combine 4 road segments on different roadways all providing sidewalk infill improvements on routes to school.

Quantitative Measures for Proximity	2 pts	1 pt
Schools How close is the proposed project to an existing school?	1/4 mile <input type="radio"/>	1/2 mile <input type="radio"/>
Transit How close is the proposed project to an existing transit stop?	1/4 mile <input type="radio"/>	1/2 mile <input type="radio"/>
Neighborhood Destinations How close is the proposed project to a neighborhood destination (e.g. post office, community center, grocery, etc)?	1/4 mile <input type="radio"/>	1/2 mile <input type="radio"/>
Connectivity Does the project complete a gap in the city's pedestrian network?	Yes <input type="radio"/>	No <input type="radio"/>
Quantitative Totals		

Balancing Factors	
Is there a strong, compelling community demand for this project?	
Is there a complementary project that is occurring adjacent to the proposed project that presents a unique opportunity?	
Are there grant funds available that can be leveraged for this project?	
Are there immediate safety concerns that accelerate project implementation?	

DRAFT

Bicycle Project Selection Worksheet

The following recommended project development priorities can be used as a framework to select a package of corridors each year that is aligned with the City's priorities and will build out the bicycle network systematically as funding allows.

Based on funding allocated or won through grants each year, a number of selected segments can be combined as one project for implementation.

Quantitative Measures for Proximity	2 pts	1 pt
Schools	1/2 mile	1 mile
How close is the proposed project to an existing school?	<input type="radio"/>	<input type="radio"/>
Transit	1/2 mile	1 mile
How close is the proposed project to an existing transit stop?	<input type="radio"/>	<input type="radio"/>
Neighborhood Destinations	1/2 mile	1 mile
How close is the proposed project to a neighborhood destination (e.g. post office, community center, grocery, etc)?	<input type="radio"/>	<input type="radio"/>
Connectivity	Yes	No
Does the project complete a gap in the city's bicycle network?	<input type="radio"/>	<input type="radio"/>
Quantitative Totals		

Balancing Factors	
Is there a strong, compelling community demand for this project?	
Is there a complementary project that is occurring adjacent to the proposed project that presents a unique opportunity?	
Are there grant funds available that can be leveraged for this project?	
Are there immediate safety concerns that accelerate project implementation?	

APPENDIX E: PUBLIC OUTREACH SUMMARY

In preparation of this Plan, the City of SeaTac undertook a series of public involvement efforts in order to learn about pedestrian and bicycle needs of the community. Following is a description of those activities.

COMMUNITY EVENTS AT THREE LOCAL ELEMENTARY SCHOOLS

During the Fall of 2011, the City of SeaTac participated in three “Walk-in Movie Night” Events at Madrona, McMicken Heights, and Hill Top elementary schools. The City partnered with school staff and PTA members at these events to provide information on the draft Safe & Complete Streets Plan to students and their parents in addition to the schools’ regular “Movie Night” activities. Over 100 Active Living Questionnaires were filled out at these events.

MADRONA ELEMENTARY SCHOOL WALKING AUDIT

In February 2011, the City of SeaTac participated in a Safe Routes to School Walking Tour at Madrona Elementary. The event was facilitated by the non-profit group Feet First as part of the Highline School District’s Safe Routes to School activities. SeaTac employees joined school district personnel, and Madrona Elementary parents, students, and teachers, on a guided tour of common routes that students currently use to walk to and from school. Through its participation in this tour, the City learned about challenges and opportunities present for children walking to and from school in SeaTac.

GLOBAL CONNECTIONS HIGH SCHOOL STUDENT PROJECT

For their Junior Project, two Global Connections High School Bike Club members developed a survey about bicycle lanes in SeaTac and distributed it to their classmates. This project helped the City better understand the condition of various bike routes around the city. The Global Connections High School Bike Club is supported by the Cascade Bicycle Club Education Foundation’s Major Taylor Project. As described on the CBCEF web site:

“The Major Taylor Project is an after-school cycling program for young people aged 11-18 integrating bicycle riding, healthy living, cycle maintenance, road safety awareness, and the importance of working toward individual goals.”

ACTIVE LIVING QUESTIONNAIRES

In order to gain public input about walking and bicycling in SeaTac for this plan, two questionnaires were created and distributed in the fall of 2011. See Appendix F: Active Living Questionnaires for more detailed information about the questionnaires and findings from the responses.

APPENDIX F: ACTIVE LIVING QUESTIONNAIRES

In order to gain public input about walking and bicycling in SeaTac for this plan, two questionnaires were created and distributed in the fall of 2011. One questionnaire addressed SeaTac residents and individuals who work in the city, and the other addressed SeaTac employers. These questionnaires were made available on the City's web site, were distributed as an insert in the Highline Times newspaper. They were also distributed at school events attended by the City of SeaTac as part of its outreach efforts for this plan.

The results of the questionnaires are described in the following three sections:

- Section 1: Overview of Findings – This section provides an overview of findings from all responses to the Active Living Questionnaires,
- Section 2: Summary of Findings – This section compiles questionnaire responses into tables for easier use,
- Section 3: Diagramming of Responses to Each Question – This section includes responses to each question on the questionnaires and provides associated diagrams.

SECTION 1: OVERVIEW OF FINDINGS

The Active Living Questionnaires reveal a community that walks, bikes and takes transit to a number of different destinations. On average, most residents walk more than they bicycle, largely related to concerns about the safety of biking on the street network.

Many of the respondents from the outreach events at schools noted that they walked to school, with nearly 30% walking on a daily basis. Following walking to school walking did not appear to be a part of respondents' daily transportation experience, but rather a recreational activity. For most respondents, bicycling, too, was viewed as a recreational activity rather than a mode of travel. These findings are consistent with other suburban communities.

Respondents noted that many of the things that would make the walking and biking environment in the City of SeaTac better are items that the City has direct control over primarily through its Public Works programs, including the TIP and Neighborhood Sidewalk Program. Physical challenges that make walking and biking difficult included: lack of sidewalks, gravel shoulders, heavy volumes of traffic and a lack of separation between pedestrian/bicycle/vehicular traffic.

These results were elaborated upon by the responses to the question: "What are the top three things the City should think about when choosing projects to improve walking and bicycling in SeaTac?" When asked to select the top improvements to the ped/bike network, nearly one-third of respondents chose one of the following responses:

- Safety - Improve locations where accidents happen (41%),
- Most users - build sidewalks and bike routes that will serve the most users (35%),
- Complete missing pieces - Create continuous routes that will serve the most users (32%), and
- Maintenance - Maintain existing walkways and bike routes (29%).

These findings suggest that safety is the number one priority, but that building infrastructure that adds to an overall network and benefits the most users is important to the questionnaire respondents. Once the infrastructure is built, respondents also expect that these facilities will need to be maintained.

Active Living: A Questionnaire for People Who Live and Work in SeaTac



The City of SeaTac is currently working on developing a *Safe & Complete Streets Plan for Pedestrians and Bicycles*. Your answers will help this effort by providing information about walking and bicycling in SeaTac's neighborhoods. *Please Note: This is not meant to be a scientific survey, but will help the city plan for street networks for pedestrians, bicycles, transit and cars.*

1. Do you live or work in SeaTac? (check all that apply)
2. Is your mobility impaired in any way? No Yes
3. What is the closest intersection or landmark near your home or work in SeaTac? (e.g. Main St. near 1st Ave) _____

4. How often do you walk:
- | | Daily | Weekly | Monthly | Never |
|---------------------------------|--------------------------|--------------------------|--------------------------|--------------------------|
| ... to run errands? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| ... to buy groceries? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| ... to a transit stop? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| ... to work? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| ... to school? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| ... to local parks? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| ... for exercise or recreation? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| ... other _____? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

5. How often do you walk on:
- | | Daily | Weekly | Monthly | Never |
|---------------------------|--------------------------|--------------------------|--------------------------|--------------------------|
| ... sidewalks? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| ... trails? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| ... school property? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| ... the side of the road? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

6. What would make walking more inviting in SeaTac? (check all that apply)
- More/better quality sidewalks
 - Parks/stores closer to my home
 - Greater feeling of personal safety
 - Separation from traffic
 - Signage/designated walking routes
 - Other _____

7. Where are the most difficult places for walking in SeaTac? Please also tell us why it's difficult to walk. (For example: "It's difficult to cross the street on Maple Street and 1st Avenue because there is a lot of traffic and there is no cross walk") _____

8. Where are the best places for walking in SeaTac? Please also tell us why it's a good place to walk. (For example: "I like to walk to North SeaTac Park because it's close to my house and fun to watch people there.") _____

9. Do you have a bike? Yes No
10. How often do you bike:
- | | Daily | Weekly | Monthly | Never |
|---------------------------------|--------------------------|--------------------------|--------------------------|--------------------------|
| ... to run errands? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| ... to buy groceries? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| ... to a transit stop? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| ... to work? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| ... to school? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| ... to local parks? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| ... for exercise or recreation? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| ... other _____? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

11. How often do you bike on:
- | | Daily | Weekly | Monthly | Never |
|----------------------|--------------------------|--------------------------|--------------------------|--------------------------|
| ... sidewalks? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| ... roads? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| ... trails? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| ... school property? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

12. What would make cycling more inviting in SeaTac? (check all that apply)
- Separation from traffic (e.g., bike lanes)
 - Parks/stores closer to my home
 - Better road pavement conditions
 - Greater feeling of personal safety
 - Signage/designated cycling routes
 - Other _____

13. Where are the most difficult places for biking in SeaTac? Please also tell us why it's difficult to bike. _____

14. Where are the best places for biking in SeaTac? Please also tell us why it's a good place to bike. _____

15. From the list below, what are the top three things the City should think about when choosing projects to improve walking and bicycling in SeaTac?
- _____
 - _____
 - _____

- Safety** - Improve locations where accidents happen
- Complete missing pieces** - Create continuous routes for walking and biking
- Most users** - Build sidewalks and bike routes that will serve the most users
- Destinations** - Make it easy to go to shop, eat, work & play
- Balance** - Invest similarly in various neighborhoods
- Transit** - Improve access to bus stops and light rail
- Schools** - Build projects near schools and school bus stops
- Maintenance** - Maintain existing walkways and bike routes
- Accessibility (ADA)** - Adequate facilities present
- Other** - (Please describe)

16. May we contact you with further questions about active living in SeaTac? Yes No

Name _____
 Email Address _____ (optional)
 Phone Number _____ (optional)

Thank you!
10.26.11

For more information see the City of SeaTac's CPPW web page at <http://www.ci.seatac.wa.us/index.aspx?page=590>, or call (206) 973-4830

Made possible by funding from the Department of Health and Human Services and Public Health - Seattle and King County.



Active Living: A Questionnaire for Business Owners and Managers in SeaTac



The City of SeaTac is currently working on developing a *Safe & Complete Streets Plan for Pedestrians and Bicycles*. Your answers will help the city's planning by providing information about walking and bicycling in SeaTac's neighborhoods. *Please Note: This is not meant to be a scientific survey, but will help the city plan for street networks for pedestrians, bicycles, transit and cars.*

1. What is the name of your business/organization?

2. What is your position in your business/organization?

3. Do you offer a shuttle to the airport for your clients/customers? Yes No
4. Do you provide clients/customers a map of SeaTac and the surrounding area? Yes No
5. Do you provide transit information for your clients? Yes No
6. How often do you see your clients/customers or employees walking when:

	Daily	Weekly	Monthly	Never
... visiting your business?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
... commuting to work?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
... running errands?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
... buying groceries?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
... going to lunch/dinner?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
... going to a transit stop?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
... going to the airport?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
... going to local parks?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
... exercising?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
... other _____?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. What would make walking more inviting for your clients, customers and employees? (check all that apply)
 - More/better quality sidewalks
 - Parks/stores closer to my business
 - Greater feeling of personal safety
 - Separation from traffic
 - Signage/designated walking routes
 - Other _____
8. Where do your clients and employees avoid walking in SeaTac? Why is it difficult to walk there? (For example: "It's difficult to cross the street on Maple Street and 1st Avenue because there is a lot of traffic and there is no cross walk") _____

9. Where do your clients and employees go to walk in SeaTac? Please also tell us why it's a good place to walk. (For example: "Our clients like walking to North SeaTac Park because it's close") _____

10. How often do you see your clients, customers or employees biking when:
- | | Daily | Weekly | Monthly | Never |
|------------------------------|--------------------------|--------------------------|--------------------------|--------------------------|
| ... running errands? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| ... buying groceries? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| ... going to lunch/dinner? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| ... going to a transit stop? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| ... going to work? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| ... going to school? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| ... going to local parks? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| ... exercising? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| ... other _____? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

11. What would make cycling more inviting to your clients, customers and employees? (check all that apply)
- Separation from traffic (e.g., bike lanes)
 - Parks/stores closer to my business
 - Better road pavement conditions
 - Greater feeling of personal safety
 - Signage/designated cycling routes
 - Other _____

12. Where are the most difficult places for biking in SeaTac for your clients and employees? Please also tell us why it's difficult to bike there. _____

13. Where do your clients go to bike in SeaTac for your clients and employees? Please also tell us why it's a good place to bike. _____

14. From the list below, what are the top three things the City should think about when choosing projects to improve walking and bicycling in SeaTac?
1. _____
 2. _____
 3. _____

- Safety** - Improve locations where accidents happen
- Complete missing pieces** - Create continuous routes for walking and biking
- Most users** - Build sidewalks and bike routes that will serve the most users
- Destinations** - Make it easy to go to shop, eat, work & play
- Balance** - Invest similarly in various neighborhoods
- Transit** - Improve access to bus stops and light rail
- Schools** - Build projects near schools and school bus stops
- Maintenance** - Maintain existing walkways and bike routes
- Accessibility (ADA)** - Adequate facilities present
- Other** - (Please describe)

15. May we contact you with further questions about active living in SeaTac? Yes No

Name _____
 Email Address _____
 Phone Number _____ (optional)

Thank you! 10.26.11

For more information see the City of SeaTac's CPPW web page at <http://www.ci.seatac.wa.us/index.aspx?page=590>, or call (206) 973-4830

Made possible by funding from the Department of Health and Human Services and Public Health - Seattle and King County.

SECTION 2: SUMMARY OF FINDINGS

WALKING: SUMMARY OF FINDINGS

How often do you walk?:	Daily	Weekly	Monthly	Never
To run errands	17%	8%	7%	38%
To buy groceries	10%	14%	5%	42%
To a transit stop	11%	5%	7%	48%
To work	14%	1%	1%	54%
To school	29%	9%	7%	28%
To local parks	16%	14%	17%	27%
For exercise or recreation	23%	29%	7%	17%
On sidewalks	37%	14%	9%	16%
On trails	8%	8%	11%	42%
On school property	31%	13%	4%	24%
On the side of the road	27%	16%	7%	25%

BICYCLING: SUMMARY OF FINDINGS

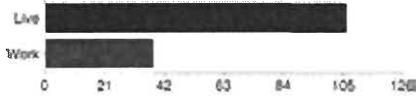
How often do you ride your bike?:	Daily	Weekly	Monthly	Never
To run errands	4%	4%	6%	52%
To buy groceries	4%	3%	1%	58%
To a transit stop	2%	2%	1%	61%
To work	2%	2%	2%	61%
To school	4%	2%	2%	58%
To local parks	5%	13%	8%	46%
For exercise or recreation	11%	13%	11%	40%
On sidewalks	13%	10%	7%	43%
On roads	5%	7%	8%	49%
On trails	4%	5%	5%	52%
On school property	4%	6%	3%	53%

SECTION 3: DIAGRAMMING OF RESPONSES TO EACH QUESTION

166 responses

Summary [See complete responses](#)

Do you live or work in SeaTac?



Live	106	67%
Work	38	24%

People may select more than one checkbox, so percentages may add up to more than 100%.

Is your mobility impaired in any way?

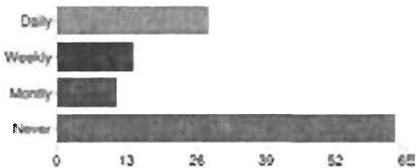


Yes	9	5%
No	127	77%

What is the closest intersection or landmark near your home or work in SeaTac?

Tukwila Tukwila 32nd Avenue 176 Main Street N/A 200th N/A 216th Madrona 168th and 38th Pac Hwy 164th and Military Rd McMicken Elementary Interurban Blvd 166 Military Rd 37th and S. 166th Close to Military 160th Street N/A S. 170th & 31st Avenue S. 170th & Military Road Military and 170th Street S. Safeway 37th and 166th N/A Military Road 166th Military Road and 164th 32nd Avenue N/A 188th & 42nd Avenue N/A McMicken School N/A Near the school (McMicken) 176th and Military Road S. N/A N/A N/A N/A N/A Auburn N/A 170th N/A Near school McMicken Heights 164th and 42 Avenue Hwy 99 21803 30th Avenue S. N/A N/A 204th street 33rd and 211th 30th Avenue M ...

How often do you walk.... to run errands?



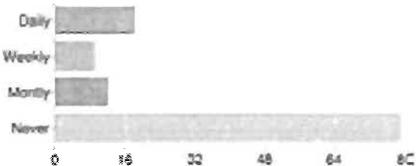
Daily	28	17%
Weekly	14	8%
Monthly	11	7%
Never	63	38%

How often do you walk.... to buy groceries?



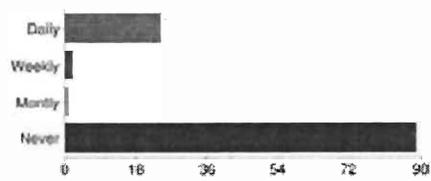
Daily	16	10%
Weekly	24	14%
Monthly	9	5%
Never	69	42%

How often do you walk.... to a transit stop?



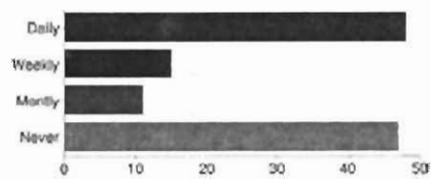
Daily	18	11%
Weekly	9	5%
Monthly	12	7%
Never	79	48%

How often do you walk.... - ... to work?



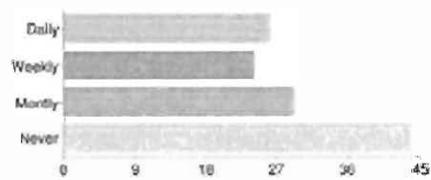
Daily	24	14%
Weekly	2	1%
Monthly	1	1%
Never	89	54%

How often do you walk.... - ... to school?



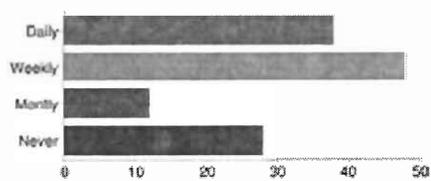
Daily	48	29%
Weekly	15	9%
Monthly	11	7%
Never	47	28%

How often do you walk.... - ... to local parks?



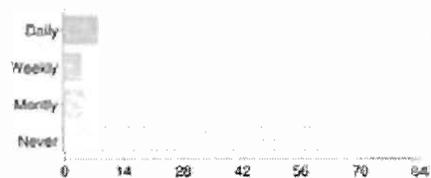
Daily	26	16%
Weekly	24	14%
Monthly	29	17%
Never	44	27%

How often do you walk.... - ... for exercise or recreation?



Daily	38	23%
Weekly	48	29%
Monthly	12	7%
Never	28	17%

How often do you walk.... - other?



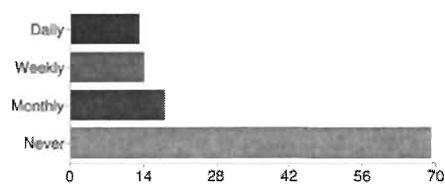
Daily	8	5%
Weekly	4	2%
Monthly	5	3%
Never	71	43%

How often do you walk on: - ...sidewalks?



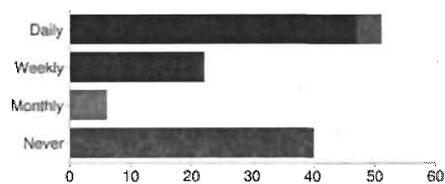
Daily	61	37%
Weekly	24	14%
Monthly	15	9%
Never	27	16%

How often do you walk on: - ...trails?



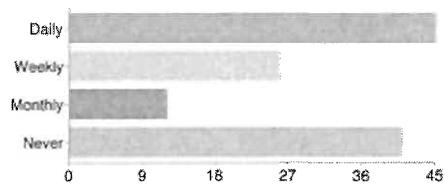
Daily	13	8%
Weekly	14	8%
Monthly	18	11%
Never	69	42%

How often do you walk on: - ...school property?



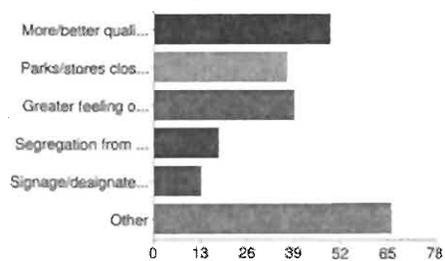
Daily	51	31%
Weekly	22	13%
Monthly	6	4%
Never	40	24%

How often do you walk on: - ...the side of the road?



Daily	45	27%
Weekly	26	16%
Monthly	12	7%
Never	41	25%

What would make walking more inviting in SeaTac?



More/better quality sidewalks	49	32%
Parks/stores closer to my home	37	24%
Greater feeling of personal safety	39	26%
Segregation from traffic	18	12%
Signage/designated walking routes	13	9%
Other	66	43%

People may select more than one checkbox, so percentages may add up to more than 100%.

Where are the most difficult places for walking in SeaTac? Please also tell us why it's difficult to walk.

No difficulties Usually do not walk Main Street Main street due to lack of sidewalks N/A I haven't found any difficult places to walk N/A I haven't found any difficulty N/A We need speed bumps, signage and more stop signs enforced It is hard to cross at Military Road. There are no cross walks. 164th and Military, so much going on that pedestrians and bikers are not noticed N/A 168th to Military Rd S. during morning and afternoon hrs Along Military Rd Difficult to cross Military Rd at 168th Busy streets Walking on International Blvd N/A 40th Avenue S. - no sidewalks Crossing Military Rd N/A 42nd Avenue Military Ro ...

Where are the best places for walking in SeaTac? Please also tell us why it's a good place to walk.

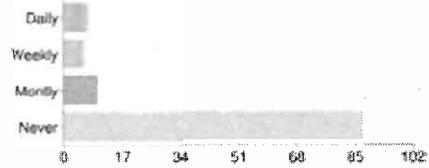
I don't know Not much of a walker I like walking Ager Lake Ange Lake N/A SeaTac in general N/A Around my home/neighborhood Angle Park McMillian Heights At the parks Parks and long stretch of Military Rd to the I-5 entrance N/A N/A At the North Seattle Parks School, it is close to home Around the park School N/A S. 170th, a lot of people and fire station Close to the school, 40th Avenue S. N/A Crest Park Where there are sidewalks School Valley Ridge At school Angile Lake 172nd and Pac Hwy because there is a safe sidewalk Friends house 188th by the YMCA Residential neighborhoods N/A On sidewalks N/A N. SeaTac Park and Valley R ...

Do you have a bike?



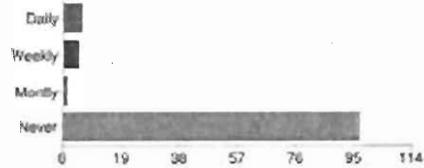
Yes	79	48%
No	53	32%

How often do you bike.... - ...to run errands?



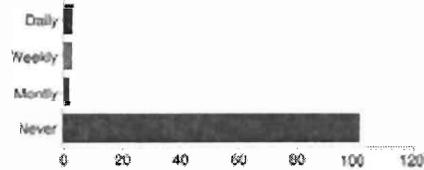
Daily	7	4%
Weekly	6	4%
Monthly	10	6%
Never	87	52%

How often do you bike.... - ...to buy groceries?



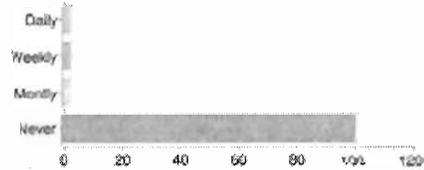
Daily	6	4%
Weekly	5	3%
Monthly	1	1%
Never	97	58%

How often do you bike.... - ...to a transit stop?



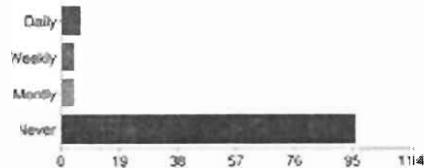
Daily	3	2%
Weekly	3	2%
Monthly	2	1%
Never	102	61%

How often do you bike.... - ...to work?



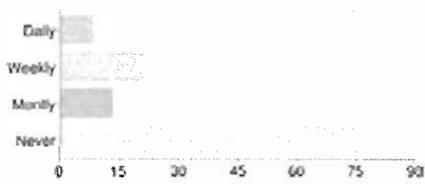
Daily	3	2%
Weekly	3	2%
Monthly	3	2%
Never	101	61%

How often do you bike.... - ...to school?



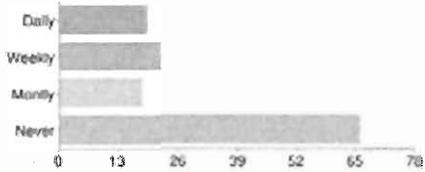
Daily	6	4%
Weekly	4	2%
Monthly	4	2%
Never	96	58%

How often do you bike.... - ... to local parks?



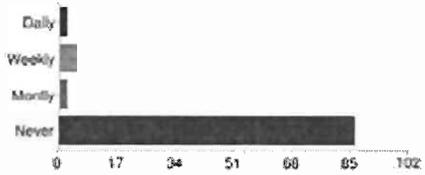
Daily	8	5%
Weekly	21	13%
Monthly	13	8%
Never	76	46%

How often do you bike.... - ... for exercise or recreation?



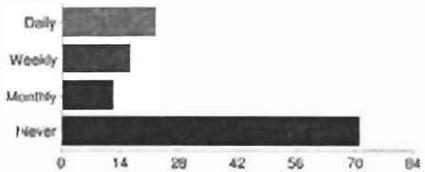
Daily	19	11%
Weekly	22	13%
Monthly	18	11%
Never	66	40%

How often do you bike.... - other?



Daily	2	1%
Weekly	5	3%
Monthly	2	1%
Never	86	52%

How often do you bike on: - ...sidewalks?



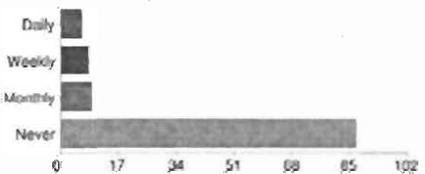
Daily	22	13%
Weekly	16	10%
Monthly	12	7%
Never	71	43%

How often do you bike on: - ...roads?



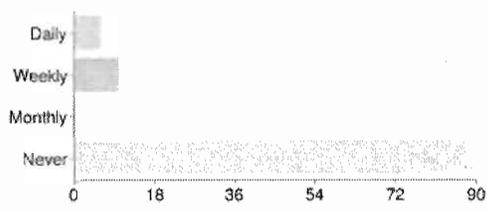
Daily	9	5%
Weekly	11	7%
Monthly	13	8%
Never	81	49%

How often do you bike on: - ...trails?



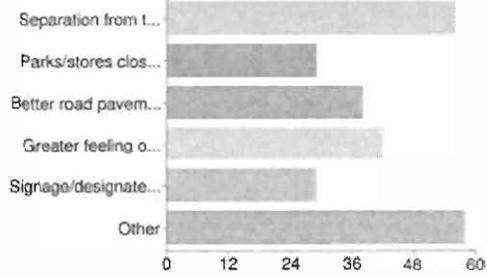
Daily	6	4%
Weekly	8	5%
Monthly	9	5%
Never	87	52%

How often do you bike on: - ...school property?



Daily	6	4%
Weekly	10	6%
Monthly	5	3%
Never	88	53%

What would make cycling more inviting in SeaTac?



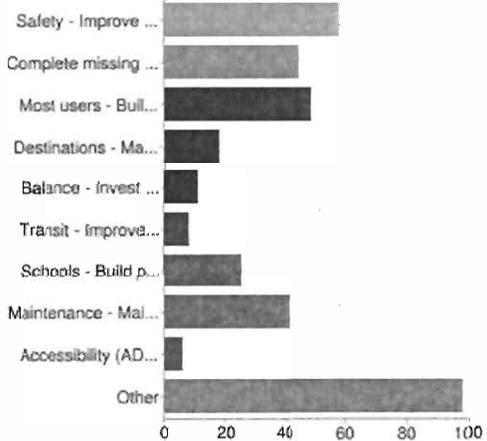
Separation from traffic (e.g., bike lanes)	56	41%
Parks/stores closer to my home	29	21%
Better road pavement conditions	38	28%
Greater feeling of personal safety	42	31%
Signage/designated cycling routes	29	21%
Other	58	43%

People may select more than one checkbox, so percentages may add up to more than 100%.

Where are the most difficult places for biking in SeaTac?

Hills The hills Sidewalk and road not enough for SeaTac N/A Hard to ride on grass N/A N/A N/A N/A N/A N/A On all roads with gravel sidewalks N/A N/A
 /A Along Military Road Military Road...the whole road N/A Everywhere N/A N/A N/A N/A Near major roads N/A (my children ride everywhere though) Rocky
 roads N/A At the library at road intersections N/A N/A Streets with no sidewalks School Main roads with a lot of traffic Roads with no sidewalks N/A Roads with no
 designation between cycle/pedestrian or car N/A Hills Hills No sidewalks where people walk N/A N/A Military and 163rd A highway Where there are no
 sidewalks N/A N/A N/A N/A N/A N/A 216th bike ...

From the list below, what are the top three things the City should think about when choosing projects to improve walking and bicycling in SeaTac?



Safety - Improve locations where accidents happen	57	41%
Complete missing pieces - Create continuous routes for walking and biking	44	32%
Most users - Build sidewalks and bike routes that will serve the most users	48	35%
Destinations - Make it easy to go to shop, eat, work & play	18	13%
Balance - Invest similarly in various neighborhoods	11	8%
Transit - Improve access to bus stops and light rail	8	6%
Schools - Build projects near schools and school bus stops	25	18%
Maintenance - Maintain existing walkways and bike routes	41	29%
Accessibility (ADA) - Adequate facilities present	6	4%
Other	98	71%

People may select more than one checkbox, so percentages may add up to more than 100%.

APPENDIX G: SAFE AND COMPLETE STREETS SUPPORTING DOCUMENTS AND RESOURCES

The City of SeaTac has identified a number of resources to help create Safe and Complete Streets in our community. These planning documents, maps, studies and programs will help the City of SeaTac and our citizens as we work to implement the Safe and Complete Streets Plan.

CITY OF SEATAC RESOURCES

PLANS

SEATAC COMPREHENSIVE PLAN

The SeaTac Comprehensive Plan (2010) sets forth the vision for how the City will grow. Safe and complete streets concerns are substantively woven through the document in a variety of ways, particularly in the non-motorized section of the transportation element. Significantly, there is strong comprehensive plan-level integration between transportation and land use issues. This link between land use and transportation is critically important for crafting a community with safe and complete streets.

CITY CENTER PLAN

The SeaTac City Center Plan (1999) sets forth the vision for how the City Center will grow, with the goal of “promot[ing] integrated development, pedestrian oriented design, diversity of uses within close proximity, link[ing] open spaces to the residential areas and creat[ing] a centerpiece; a Civic Center...”. Many of the recommendations align well with safe and complete streets principles and set forth a vision that can significantly improve the current built environment in the City Center area. A number of streetscapes are recommended in the City Center plan, which have “healthier” elements that could encourage more active transportation in that area, such as generous sidewalks widths, landscape buffers from cars and a “porous” street wall, filled with glass windows, lighting and other urban design tools to break down the barrier between street and building.

SOUTH 154TH STREET STATION AREA ACTION PLAN

The South 154th Street Station Area Action Plan provides a vision for developing SeaTac in the area adjacent to the Tukwila/International Boulevard Link Light Rail Station. The vision offers a diversity and intensity of land uses that will create a more pedestrian-friendly cityscape than is there now. There are also a number of streetscape sections identified in the plan that are more appropriately scaled to a pedestrian-oriented built environment. The vision outlined in the plan including--mixed land uses, pedestrian-oriented design, a dense intersection transportation grid and provision of a farmer’s market-- coordinates well with the goals of safe and complete streets.

JOINT TRANSPORTATION STUDY (JTS)

This document, developed in partnership with the Port of Seattle, lays out a number of non-motorized projects and policies on which the City and the Port could collaborate. Though never formally adopted, the JTS did provide the conceptual framework for the non-motorized position of the 2010 SeaTac Comprehensive Plan.

PROGRAMS

TRANSPORTATION IMPROVEMENT PROGRAM

The Transportation Improvement Program (TIP) is a multi-year capital transportation project planning program within the City's Public Works Department. This program allows the City to plan for future projects of all sizes and begin to identify funding partners. These projects are managed by the City of SeaTac's Public Works staff, with engineering performed either in-house or by outside experts. As part of the TIP, monies are directed toward implementation of the Neighborhood Sidewalk Program.

THE NEIGHBORHOOD SIDEWALK PROGRAM

In 2006, the SeaTac City Council took the first step toward developing a neighborhood sidewalk construction program by forming an ad hoc advisory committee composed of seven residents from around the City. This group was charged with developing recommendations for Council consideration regarding sidewalk funding, construction and future maintenance for local streets in SeaTac neighborhoods. Over an 18-month period, the committee discussed funding options, examined other cities' sidewalk programs, created a priority point system for sidewalk selection, reviewed maps and conducted independent field work. In May 2008, the committee recommended a 20-year program to construct twelve miles of sidewalk throughout the City. This annual program is incorporated in the City's Transportation Improvement Plan.

NEIGHBORHOOD TRAFFIC CONTROL PROGRAM

The City of SeaTac has a two-step process for addressing neighborhood traffic control (traffic calming) problems. Measures available range from neighborhood monitoring of traffic speeds to physical control devices such as speed humps and traffic circles. Traffic calming solutions depend on the location and the extent of the problem.

OTHER

The City of SeaTac recently announced the publication of the City of SeaTac Walking Map. Created for anyone who resides, works or visits the city to get them to connect to the community, live a healthy lifestyle and enjoy local businesses, parks and amenities. The map was made possible by a grant from Public Health – Seattle & King County's Communities Putting Prevention to Work program.

Copies of the SeaTac Walking Map are available to the public at no charge at the following locations: City Hall, the Community Center and the Seattle Southside Visitors Center. The SeaTac Walking Map is available online at: <http://www.ci.seatac.wa.us/Modules/ShowDocument.aspx?documentid=4616>

OTHER RESOURCES

NATIONAL COMPLETE STREETS COALITION

The National Complete Streets Coalition <http://www.completestreets.org/> is the leading national organization working on creating complete streets for all users and all modes. Instead of arguing for better streets block by block, the National Complete Streets Coalition—comprised of, among others, America Bikes, AARP, the American Planning Association, the American Public Transportation Association, the American Society of Landscape Architects, and the American Heart Association--seeks to fundamentally transform the look, feel, and function of the roads and streets in our communities, by changing the way most roads are planned, designed, and constructed. Complete Streets policies direct transportation planners and engineers to consistently design with all users in mind, in line with the elements of Complete Streets policies.

BURIEN, SEATAC, TUKWILA, RENTON PARKS AND TRAILS MAP

The Burien, SeaTac, Tukwila, Renton Parks and Trails Map is a regional trail map developed in 2007, that identifies on-street and other trail systems in South King County. With funding made possible by a grant from Public Health – Seattle & King County’s Communities Putting Prevention to Work program, this map is being updated to include the City of Des Moines and other recent changes to the regional trail system. The new version of the map should be available in early 2012. The 2007 version of the map is available online here: <http://your.kingcounty.gov/ftp/gis/Web/VMC/recreation/BurSeaTukRen.pdf>

CITY OF SEATAC WALKING MAP

Walking in Our Community

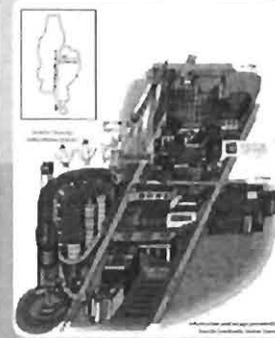


The City of SeaTac is making it easier and more enjoyable to walk in the city. New City projects often add sidewalks on arterial streets, connecting to surrounding communities with transit and regional trails. SeaTac's Neighborhood Sidewalk Program is based on a 20 Year Plan to build a network of sidewalks and walking paths focusing on access to schools, transit locations, and neighborhood destinations.

Go online to learn more:
www.ci.seatac.wa.us



Stroll to the Seattle Southside Visitor Center



The Visitor Center is an exciting place to visit the historic waterfront and enjoy the views of the city.

- Free admission
- Free parking
- Free shuttle service
- Free guided tours
- Free gift shop
- Free playground
- Free picnic area
- Free restroom
- Free wheelchair accessible
- Free stroller rental
- Free bike rack
- Free bike repair station
- Free bike wash
- Free bike storage
- Free bike repair station
- Free bike wash
- Free bike storage



The City of SeaTac

Go Even Further by Taking Transit

The City of SeaTac has you connected! With Link Light Rail stations and an extensive bus network serving our community, including RapidRide bus rapid transit.

As the backbone of our region's rail network, Sound Transit's Link Light Rail connects SeaTac's residents, businesses and visitors with excursions around the Sound. Hop on board at one of the following locations:

- **Tukwila/International Blvd. Station:** International Blvd. at S. 254th Street (across the street in Tukwila)
- **SeaTac/Airport Station:** International Blvd. at S. 176th Street (directly across from the airport)
- **20th Street Station (Coming in 2016):** 28th Ave. S. at S. 200th Street



Served by dozens of Sound Transit and King County Metro bus routes, SeaTac residents and visitors use these services to connect to employment centers and businesses (retail, entertainment, restaurants), schools, libraries, grocery stores and the Seattle Tacoma International Airport. Service includes the Kapotille (bus rapid transit) line that begins at the Tukwila/International Blvd Light Rail station and runs along International Blvd/SR 99 through the City of SeaTac to Federal Way.

To learn more about King County's Metro Bus Service visit metro.kingcounty.gov.

For more information about Sound Transit Link Light Rail and bus service, visit www.soundtransit.org.

Visit Our Parks and Trails to Enjoy a Variety of Recreational Activities

North SeaTac Park (S. 128th St. & 20th Ave. S.) This park offers nearly 3 miles of paved trails that meander through the City's largest park. As you walk through more than 365 acres of developed park space, you'll pass by ball fields, outdoor basketball courts, playgrounds and an 18-hole disc golf course.



The **SeaTac Community Center** (13375 24th Ave. S.) at the east edge of this park provides two half-court basketball areas, playground equipment, picnic area, climbing boulder and skate park.

While visiting North SeaTac Park, be sure to stop by the **Highline SeaTac Botanical Garden** (13735 24th Ave. S.).



The garden features 10.5 acres of display gardens, woodlands, trails, and water features. Adjacent to the botanical garden is the Japanese Garden, which is a tranquil gem with artistic, cultural, and historical significance.

Des Moines Creek Trail (2151 S. 200th St.)

Fork at the head of the trail and enjoy a 2.4 mile walk along Des Moines Creek through SeaTac and Des Moines to the Des Moines Marina on the shore of Puget Sound. Following a shared use path, this creek side trail is beautiful in any season.



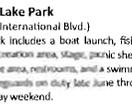
Valley Ridge Park (4644 S. 180th St.)

This centrally located 23-acre park is a popular spot with sports enthusiasts. The half-mile lighted walking path will take you past a variety of recreational opportunities including baseball/softball, soccer, tennis, hockey, and basketball. The children's play equipment features areas for both school age and preschool kids, allowing for age appropriate play. Skateboarders show their moves on 6,500 square feet of obstacles in the lighted skate park.



Angle Lake Park (19408 International Blvd.)

This park includes a boat launch, fishing, open recreation area, picnic shelter/barbecue area, restrooms, and a swimming area. Lifeguards on duty late June through Labor Day weekend.

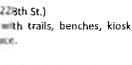


Westside Trail (Des Moines Memorial Dr. from S. 138th St. to S. 156th St.)

This paved shared-use trail for pedestrians, cyclists and equestrians is located along Des Moines Memorial Drive.

Grandview Park (3600 S. 229th St.)

This park provides facilities with trails, benches, kiosk, off leash dog area, and open space.

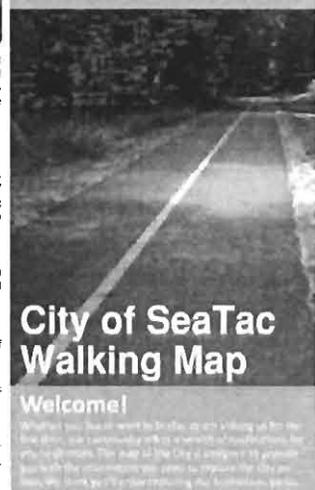


McMicken Heights Park (1660th St. & 400th Ave. S.) offers tennis courts, pickle ball court, and playground equipment.

Sunset Playfields (13659 18th Ave. S.)

These playfields provide facilities for baseball, softball and soccer games, as well as restrooms, tennis courts, and paved walking trails.

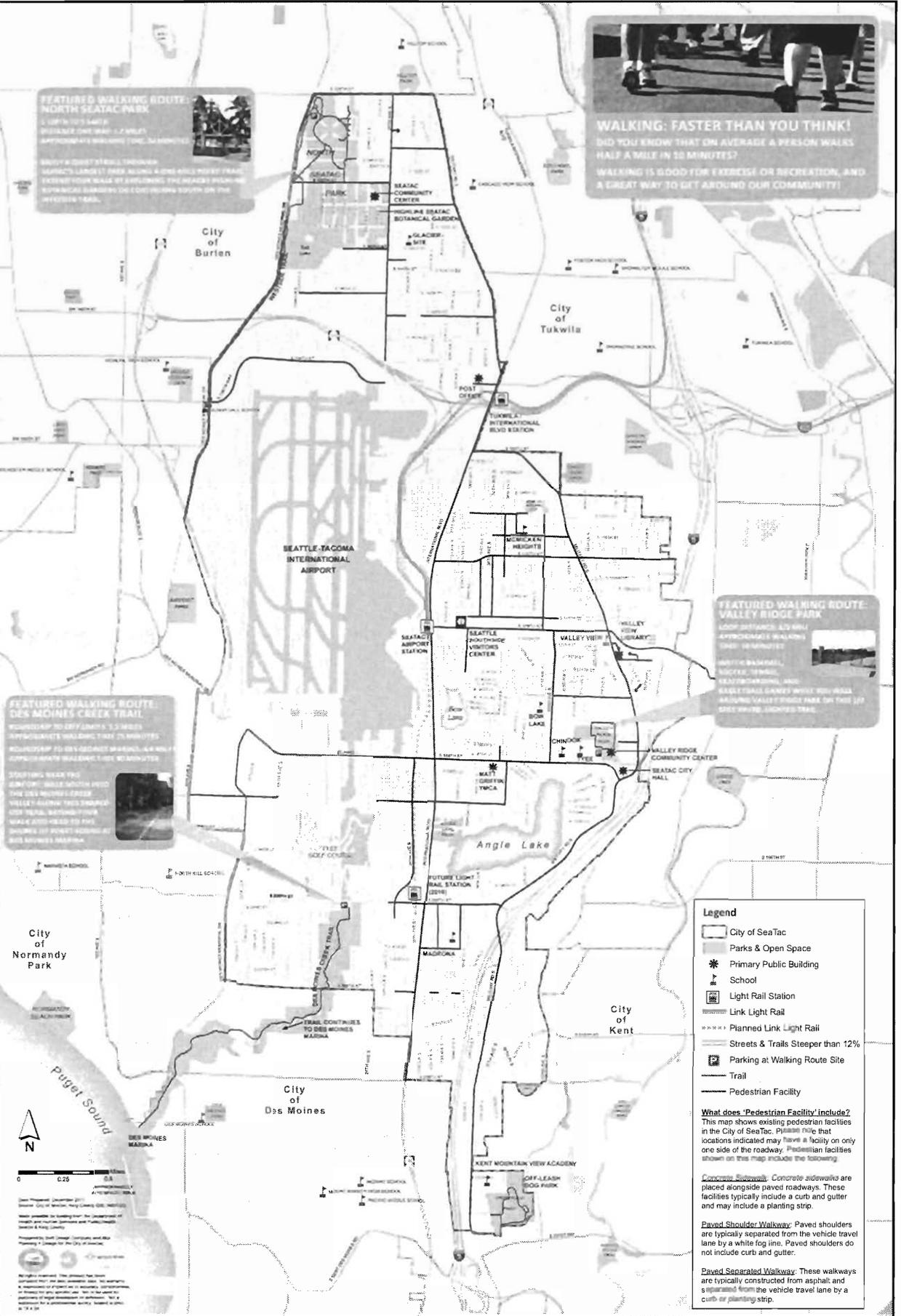
Walk SeaTac!



City of SeaTac Walking Map

Welcome!

CITY OF SEATAC WALKING MAP



FEATURED WALKING ROUTE: NORTH SEATAC PARK
 1.5 MILE TO 2 MILE
 DISTANCE ONE WAY (1.7 MILE)
 APPROXIMATE WALKING TIME: 30 MINUTES

SOFT & SMOOTH TRAILS THROUGH
 SURFACE LENS (1.7 MILE) ALONG A ONE-MILE ROBERT TRAIL
 EXCEED YOUR WALK BY ENJOYING THE BEACHES BEHIND
 TYPICAL SANDS OF A COASTLINE SOUTH ON THE
 PEPPER TRAIL.

WALKING: FASTER THAN YOU THINK!
 DID YOU KNOW THAT ON AVERAGE A PERSON WALKS
 HALF A MILE IN 10 MINUTES?
 WALKING IS GOOD FOR EXERCISE OR RECREATION, AND
 A GREAT WAY TO GET AROUND OUR COMMUNITY!

FEATURED WALKING ROUTE: DES MOINES CREEK TRAIL
 1.5 MILE TO 2 MILE
 DISTANCE ONE WAY (1.7 MILE)
 APPROXIMATE WALKING TIME: 30 MINUTES

STARTING NEAR THE
 CENTER OF SEATAC AND
 THE DES MOINES LEAS
 TRAIL ALONG THIS TRAIL
 FOR NEARLY 1.5 MILES
 NEARLY 1.5 MILES TO THE
 TRAIL CONTINUES TO THE
 DES MOINES LEAS

FEATURED WALKING ROUTE: VALLEY RIDGE PARK
 1.5 MILE TO 2 MILE
 DISTANCE ONE WAY (1.7 MILE)
 APPROXIMATE WALKING
 TIME: 30 MINUTES

WITH WALKING,
 SOFT, SMOOTH,
 SURFACE LENS (1.7 MILE)
 EXCEED YOUR WALK BY ENJOYING
 TYPICAL SANDS OF A COASTLINE SOUTH ON THE
 PEPPER TRAIL.

- Legend**
- City of SeaTac
 - Parks & Open Space
 - Primary Public Building
 - School
 - Light Rail Station
 - Link Light Rail
 - Planned Link Light Rail
 - Streets & Trails Steeper than 12%
 - Parking at Walking Route Site
 - Trail
 - Pedestrian Facility

What does 'Pedestrian Facility' include?
 This map shows existing pedestrian facilities in the City of SeaTac. Please note that locations indicated may have a facility on only one side of the roadway. Pedestrian facilities shown on this map include the following:

Concrete Sidewalk: Concrete sidewalks are placed alongside paved roadways. These facilities typically include a curb and gutter and may include a planting strip.

Paved Shoulder Walkway: Paved shoulders are typically separated from the vehicle travel lane by a white fog line. Paved shoulders do not include curb and gutter.

Paved Separated Walkway: These walkways are typically constructed from asphalt and separated from the vehicle travel lane by a curb or planting strip.

RESOLUTION NO. 12-003

A RESOLUTION of the City Council of the City of SeaTac, amending the City Council Administrative Procedures regarding Format for Agendas for Council Meetings and Speaking Procedures.

WHEREAS, RCW 35A.12.120 requires that the Council shall determine its own rules and order of business and may also establish rules for the conduct of meetings and the maintenance of order; and

WHEREAS, in conformance with these statutes, the Council has previously adopted administrative policies and procedures; and

WHEREAS, the City Council finds it appropriate to amend the City Council Administrative Procedures in accordance with this Resolution;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SEATAC, WASHINGTON HEREBY RESOLVES as follows:

Section 1. Section 5 of the City Council Administrative Procedures is hereby amended to read as follows:

Section 5. Format for Agendas for Council Meetings

- (A) The City Manager and the City Clerk will prepare a proposed agenda for all meetings of Council, which shall be approved by the Mayor or designee. After the proposed agenda has been approved, the City Clerk shall prepare the final Council packet, which shall be distributed.

- (B) The City Council shall hold Study Sessions in order to address City business in advance of Regular Council Meetings. The City Manager shall provide appropriate Staff, appropriate members of City Commissions or Advisory Committees, or appropriate subject matter experts to provide presentations and be available to answer any questions posed by the City Council. Items addressed at a Study Session will be referred to the next Study Session agenda unless:
 - (1) ~~a~~A majority of Councilmembers present may place items addressed:
 - On a future Council Agenda as a item on the Consent Agenda;

- On a future Council Agenda as an Action Item;
- On a future Study Session Agenda; or

(2) a majority of the membership of the City Council determine that the item should no longer be discussed at a Study Session or Regular Council Meeting.

~~at Study Sessions on the next Regular Council Meeting agenda. Ordinarily, items may not be referred to the Regular Council Meeting on the same day as the Study Session in which the item was discussed, unless the Mayor or a majority of the Councilmembers present agree that there are extraordinary or urgent circumstances or that it is in the best interest of the City. A majority of Councilmembers present may also refer an item to a subsequent Study Session in order to study the item further.~~

(C) The format of the Regular City Council Meeting agenda shall substantially be as follows:

(1) Call to Order.

(2) Roll Call.

(3) Pledge of Allegiance.

(4) ~~Initial~~ Public Comments.

(a) Individual comments shall be limited to three minutes in duration, ~~and group comments shall be limited to ten minutes. To constitute a group, there must be four or more members, including the speaker, at the meeting. The Mayor or designee shall be responsible for the allocation of the appropriate time limitations.~~

(b) Group comments shall be limited to ten minutes. To constitute a group, there must be four or more members, including the speaker, at the meeting. Members of the group shall sign in as a group and identify the group's spokesperson. Individuals identified as a part of the group will not be allowed to speak individually.

(c) The Mayor or designee shall be responsible for the allocation of the appropriate time limitations, and any Councilmember may raise a point of order regarding comments that are disrespectful in tone or content, or are otherwise inappropriate.

(5) Presentations, including introduction of new employees, awards, and Certificates of Appointment, Appreciation, or Recognition.

(6) Consent Agenda.

(a) Contains items placed on the Consent Agenda by the Mayor or Council

including but not limited to:

- Approval of vouchers.
- Approval of \$5,000 - \$35,000 purchase requests.
- Approval of donations and grant requests to be received by the City.
- Approval of Councilmember and City Manager travel or reimbursement requests.
- Approval of minutes.
- Enactment of Ordinances, Resolutions, and Motions when placed on the Consent Agenda at a Council Study Session or previous Council Meeting.
- Notwithstanding the above, any item may be removed from the Consent Agenda for consideration under unfinished business if so requested by any Councilmember.

(b) A motion at this time will be in order.

(c) Public Comments regarding Consent Agenda.

- Individual comments regarding the Consent Agenda shall be limited to one minute in duration and group comments shall be limited to two minutes. The Mayor or designee shall be responsible for the allocation of the appropriate time limitations.

(c) The Council will vote upon the Consent Agenda.

(67) Public Hearings.

(a) At Public Hearings required by City, State, or Federal law or as Council may direct, where a general audience is in attendance to present input or arguments for or against a public issue:

- The City Manager or designee shall present the issue to the Council and respond to questions.
- Members of the public may speak for no longer than five minutes. No member of the public may speak for a second time until every person who wishes to speak has had an opportunity.
- Councilmembers may ask questions of the speaker and the speaker may respond, but may not engage in further debate. ~~As a general rule, the Council will not respond to requests by members of the~~

~~public for information, but staff shall respond as soon as possible and shall advise the Council.~~

- The public comments will then be closed but Councilmanic discussion may ensue if the Council so desires. In the alternative, the Public Hearing may be continued by majority vote, or the Council may recess to deliberate and determine findings of fact, if appropriate, and to reach a final decision which may be announced immediately following such deliberations or at a subsequent date.

(b) The following procedure shall apply to quasi-judicial Public Hearings:

- The Hearings Examiner, City Manager, or designee will present a summary of the subject matter and any findings and will respond to Council questions.
- The proponent spokesperson shall speak first and be allowed twenty minutes and Council may ask questions.
- The opponent spokesperson shall be allowed 20 minutes for presentation and Council may ask questions.
- Each side shall then be allowed five minutes for rebuttal.
- After each proponent and opponent has used his/her speaking time, Council may ask further questions of the speakers, who may respond.
- The Mayor may exercise a change in the procedures, but said decision may be overruled by a majority vote of the City Council.

~~(78) New Business~~Action Items (as related to a Public Hearing).

~~(8) Discussion Items:~~

~~_____ (a) Summary of \$5,000 – \$35,000 Purchase Requests.~~

~~_____ (b) Summary of Donations Received by the City.~~

(9) ~~Agenda Bill Presentations~~Action Items. This section of the agenda shall include Ordinances, Resolutions, and Motions. The following procedures shall apply to each item listed on the agenda under this section:

- (a) The ~~Chairperson~~Mayor or designee may read the item by title only, or if requested by any Councilmember, the document may be read in its entirety.
- (b) The City Manager or designee ~~will~~may give a presentation to provide

clarification or to discuss changes in an agenda item from what was discussed at a Study Session. When ~~Appropriate~~ Staff, appropriate members ~~of~~ gives a presentation which includes a recommendation from a City Commission or Advisory Committees, or appropriate subject matter experts then that Commission or Advisory Committee, or a designee, shall be given an opportunity to express its viewpoint during this presentation should be available to answer any questions posed by the City Council.

- (c) A motion at this time will be in order.
- (d) The Council may then discuss the item. The City Manager or designee will be available to answer any questions by the Council.
- (e) The Council will vote upon the item under consideration.

The Council may then discuss the item and/or question the presenter of the item.

~~(d) The Council shall determine what action should be taken regarding the presented item [i.e. placement on Consent Agenda, placement under unfinished business, place item on future Council Agenda, or refer item back to Council Committee].~~

~~(1) Any presented item may be postponed and placed on the next Council agenda upon the request of one Councilmember. However, this subsection does not apply if the presented item had been previously postponed or formally presented to the Council at a previous Council meeting. (10) Consent Agenda.~~

~~(a) Contains items placed on the Consent Agenda by the Mayor and Council including but not limited to:~~

- ~~• Approval of vouchers.~~
- ~~• Approval of \$5,000 – \$35,000 purchase requests.~~
- ~~• Approval of donations received by the City.~~
- ~~• Approval of minutes.~~
- ~~• Enactment of Ordinances, Resolutions, and Motions when placed on the Consent Agenda by Council consensus.~~
- ~~• Notwithstanding the above, any item may be removed from the Consent Agenda if so requested by any Councilmember.~~

~~(b) A motion at this time will be in order.~~

~~(c) Public Comments regarding Consent Agenda.~~

- ~~• Individual comments regarding the Consent Agenda shall be limited to one minute in duration and group comments shall be limited to two minutes. The Mayor or designee shall be responsible for the allocation of the appropriate time limitations.~~

~~(d) The Council will vote upon the Consent Agenda.~~

~~(11) Public Comments regarding items placed on Unfinished Business.~~

~~Individual comments shall be limited to two minutes in duration and group comments shall be limited to five minutes. The Mayor or designee shall be responsible for the allocation of the appropriate time limitations.~~

~~(12) Unfinished Business. This section of the agenda shall include Ordinances, Resolutions, and Motions previously discussed at a Regular or Special Council Meeting and items that had been discussed earlier at the Meeting under Section 9, Agenda Bill Presentations, but not placed on the Consent Agenda. The procedures that apply during this section shall be the same as those under Section 9, Action Items. The following procedures shall apply:~~

~~(a) The item being discussed will be identified.~~

~~(b) A motion at this time will be in order.~~

~~(c) The Council may then discuss the item.~~

~~(d) The Council will vote upon the item under consideration.~~

~~(13) New Business (not related to a Public Hearing). This section of the agenda shall include Ordinances, Resolutions, and Motions not previously discussed at a Study Session or Regular or Special Council Meeting. The procedures that apply during this section shall be the same as those under Unfinished Business Section 9, Action Items. If the City Council votes on any item under this Section, public comment shall be allowed, with individual comments limited to two minutes in duration and group comments limited to five minutes in duration. The time limit for public comment is the same as provided by subsection 11, and shall be allowed prior to Council action.~~

~~(14) City Manager Comments. Reports on special interest items from the City Manager.~~

~~(15) Council Comments.~~

~~(16) Executive Session, if scheduled or called. However, an Executive Session may be scheduled or called at any time if deemed by the Mayor or by action of the Council to be appropriate at some point in time other than at the end of the~~

meeting. The procedure for conduct of an Executive Session is set forth at Section 12 of these Administrative Procedures.

(1715) Adjournment. A Motion to Adjourn.

(D) The format of any Special Meeting shall be as follows:

Special Meetings are meetings in which the date and/or time are set outside of a regular schedule. Only the designated agenda item(s) shall be considered. The format will follow that of a Regular Meeting, as appropriate. Applicable provisions of Section 7 shall govern conduct of Special Meetings.

Section 2. Section 7 of the City Council Administrative Procedures is hereby amended to read as follows:

Section 7. Speaking Procedures

(A) Speaking procedure for agenda items under consideration is as follows:

- (1) A Councilmember desiring to speak shall address the ~~Chair~~ Mayor or Presiding Officer and upon recognition by the Mayor or Presiding Officer shall confine him/herself to the question under debate.
- (2) Any member, while speaking, shall not be interrupted unless it is to call him/her to order.
- (3) Any member shall have the right to challenge any action or ruling of the Mayor or Councilmember, as the case may be, in which case the decision of the majority shall govern.
- (4) Any member shall have the right to question the City Manager on matters before the Council. Under no circumstances shall such questioning be conducted in a manner that would constitute a cross examination or an attempt to ridicule or degrade the individual being questioned.
- (5) No Councilmember shall speak a second time upon the same motion before opportunity has been given each Councilmember to speak on that motion.

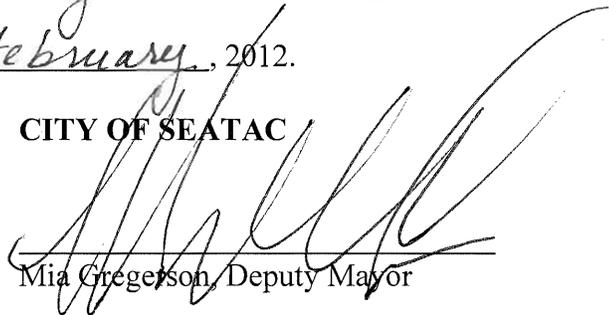
(B) ~~Procedures for addressing the Council for items under Council discussion shall proceed~~ be as follows:

- (1) Any person, with the permission of the Mayor, may address the Council, but the Mayor shall be required to give recognition in the following order:
 - (a) ~~To a person designated by the Mayor to introduce the subject under discussion;~~
 - (b) ~~To those whose request to be heard is contained in the written agenda;~~

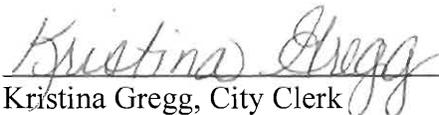
- ~~(c) To those who have submitted their request to be heard to the City Clerk before the Council Meeting;~~
- ~~(d) To those who ask recognition from the floor to be heard during public comment periods.~~
- (2) In addressing the Council, each person shall stand and, after recognition, give his/her name and address. All remarks shall be civil and respectful in tone and content, made to the Council as a body, and not to any individual member.
- (3) No person shall be permitted to enter into any discussion from the floor without first being recognized by the Mayor.
- (4) Any person making personal, or impertinent ~~or slanderous~~ remarks while addressing the Council shall be barred from further audience participation by the Mayor unless permission to continue is granted by a majority vote of the Council.

PASSED this 14th day of February, 2012 and signed in authentication thereof on this 14th day of February, 2012.

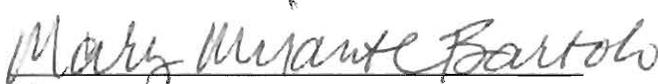
CITY OF SEATAC


Mia Gregerson, Deputy Mayor

ATTEST:


Kristina Gregg, City Clerk

Approved as to Form:


Mary Mirante Bartolo, City Attorney

[Amend City Council Administrative Procedures]

RESOLUTION NO. 12-004 (FAILED)

A RESOLUTION of the City Council of the City of SeaTac, Washington encouraging City Council members to write trip reports after traveling on City business.

WHEREAS, the City Council finds that it is appropriate to encourage City Councilmembers to write trip reports after traveling on City business; and

WHEREAS, the writing of trip reports will promote open government, transparency, and accountability of how City funds are spent with regard to Councilmember travel; and

WHEREAS, proactively providing information to the public related to Councilmember travel will improve public access to the information, which can have the effect of decreasing requests for information under the Public Records Act;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SEATAC, WASHINGTON HEREBY RESOLVES as follows:

City Councilmembers are encouraged to write trip reports after traveling on City business, especially when such travel involves an overnight stay. The purpose of writing trip reports is to share newly acquired information with other Councilmembers, staff, and the public, and so members of the public can more easily see how taxpayer funds are spent with regard to Councilmember travel. It is recommended that trip reports contain information such as the location, dates, and cost of travel, the purpose of travel, highlights of travel (such as scanned copies of agendas for meetings or training sessions), what, if anything, was learned, and a description of any benefit to be realized by the taxpayers from the travel expense. The trip report may also include any recommendations regarding similar travel that may be contemplated by other City officials. It is also intended that any trip reports created by Councilmembers be posted on the City website.

PASSED this _____ day of _____, 2012 and signed in authentication thereof on this _____ day of _____, 2012.

CITY OF SEATAC

Tony Anderson, Mayor

ATTEST:

Kristina Gregg, City Clerk

Approved as to Form:

Mary E. Mirante Bartolo
Mary E. Mirante Bartolo, City Attorney

[Trip Reports]

RESOLUTION NO. 12-005

A RESOLUTION of the City Council of the City of SeaTac, Washington endorsing proposed Corner Stores policies and regulations.

WHEREAS, the City of SeaTac received a Communities Putting Prevention to Work (CPPW) grant, which allowed the City to research and develop a proposed Corner Stores policies and regulations; and

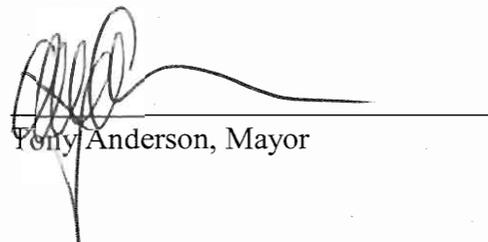
WHEREAS, the City Council wishes to endorse the proposed Corner Stores policies and regulations; and

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SEATAC, WASHINGTON HEREBY RESOLVES as follows:

The SeaTac City Council endorses the proposed Corner Stores policies and regulations, which are attached to this Resolution as Exhibit A. The policies and regulations should be incorporated as practicable into future Comprehensive Plan and amendments Zoning Code Updates.

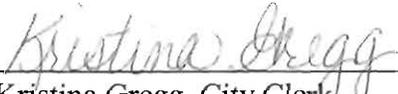
PASSED this 13th day of March, 2012 and signed in authentication thereof on this 13th day of March, 2012.

CITY OF SEATAC



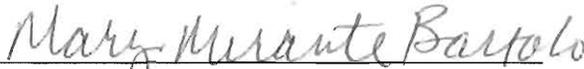
Tony Anderson, Mayor

ATTEST:



Kristina Gregg, City Clerk

Approved as to Form:



Mary E. Mirante Bartolo, City Attorney

[Corner Stores Resolution]

Exhibit A

Proposed Corner Stores Policies and Regulations

This document contains proposed amendments for the Comprehensive Plan and Zoning Code. They were developed through SeaTac's Communities Putting Prevention to Work (CPPW) Grant from Seattle-King County Public Health for endorsement by City Council. If endorsed, they will move forward as part of the upcoming 2014 Major Comprehensive Plan Amendment and Zoning Code Update Project as appropriate.

PROPOSED AMENDMENTS:

SUPPORT EXISTING AND POTENTIAL HEALTHY FOOD RETAILERS NEAR RESIDENTIAL AREAS

Proposed new Comprehensive Plan policies:

- **Economic Vitality Element:**
Provide a mix of uses in a range of zones that allow for the daily needs of residents to be met within SeaTac

- **Land Use Element:**
Provide opportunities for shops, and services, recreation, and access to healthy food sources within walking or bicycling distance of homes, work places, and other gathering places

MOBILE VENDING OPPORTUNITIES

Develop new Zoning Provisions related to the following:

- **“Mobile Farmers’ Markets”**
 - Allow food trucks that sell fresh produce only
 - Other potential conditions:
 - A certain distance from restaurants
 - Allow only existing businesses to run trucks
 - Allow only pilot program

- **Temporary “Mini-Grocery Stores”**
 - Allow temporary miniature grocery stores such as modular units on private property
 - Other potential conditions:
 - A certain distance from restaurants
 - Assess types and design of structures that could be appropriate including units on wheels
 - Allow only pilot program

COMMUNITY GARDENS

Proposed new and revised Comprehensive Plan policies (revisions to existing policies are underlined):

- **Proposed New Glossary Definition:**

Community Gardens: means a publicly accessible area of land managed and maintained by a group of individuals to grow and harvest food crops and/or non-food, ornamental crops, for personal or group use, consumption or donation. Community gardens may be divided into separate plots or may be farmed collectively by members of the group and may include common areas.

- **Proposed New Policy in Land Use Element:**

Incorporate consideration of physical health and well-being into local decision-making by locating, designing and operating public facilities and services in a manner that supports creation of community gardens on public open space in accessible locations throughout SeaTac.

- **Proposed Revision to Discussion in Existing Policy 9.3B Parks, Recreation and Open Space Element:**

Encourage the development of recreation facilities that accommodate a range of ages and activities.

Discussion: Age-appropriate facilities are needed to ensure that the recreational demands of community members of all ages are met. As community demographics change, it is important that the City provide adequate facilities for community members of a range of ages. Such facilities may include jungle gyms, swings, or slides for young children; basketball courts, baseball fields, or skate parks for teens; ~~and~~ trails or wildlife viewing areas for adults, or community gardens for all ages.

FARMERS MARKETS

Proposed new Zoning Regulations:

- **Proposed New Definition:**

“Farmers’/Outdoor Market: A public market at which farmers and often other vendors sell agricultural produce and a variety of goods, which includes the sale of flowers directly to consumers”

- **Proposed New Use in Use Chart:**

“Farmers’/Outdoor Market”

- Allowed in commercial and neighborhood commercial zones

OTHER

Proposed new Comprehensive Plan policy:

- **Proposed New Policy in Land Use Element**
 - Support, policy, systems, and environmental changes that result in increased access to healthy foods

12-006
JOINT RESOLUTION

Resolution No. 331

City of Burien

Passed by Motion on
April 5, 2022
City of Des Moines

Resolution 851

City of Normandy Park

12-006

City of SeaTac

Resolution 2488

Highline School District

A JOINT RESOLUTION of the Burien, Des Moines, Normandy Park, and SeaTac City Councils and the Highline School District School Board, formally recognizing the Highline Communities Coalition, committing to sustained participation, and giving reasonable consideration to all efforts brought forward by the group.

WHEREAS, in the spirit of cooperation and with the intent of maximizing the benefits to the citizens of the Highline Community; and

WHEREAS, the Highline Communities Coalition (HCC) is a voluntary collaborative made up of elected representatives from the Burien, Des Moines, Normandy Park, and SeaTac City Councils and the Highline School District School Board; and

WHEREAS, it is the intent for the HCC to meet several times per year to discuss potential areas where our municipalities can cooperate by leveraging our collective resources for the betterment of our citizens; and

NOW, THEREFORE, WE HEREBY RESOLVE as follows:

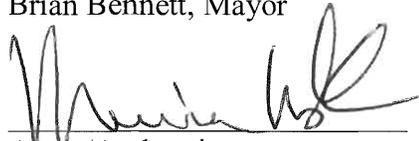
1. The Highline Communities Coalition is formally recognized, and the jurisdictions below are committed to sustained participation and will give reasonable consideration to all efforts brought forward by the group.
2. Effective Date. This resolution shall take effect immediately upon passage by each agency.

**JOINT RESOLUTION
FORMALLY RECOGNIZING HIGHLINE COMMUNITIES COALITION**

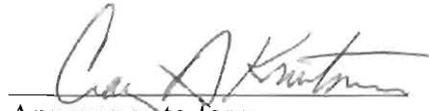
The **City of Burien** City
Council passed Resolution No.
531 at its May 7, 2012
Regular Council Meeting.



Brian Bennett, Mayor

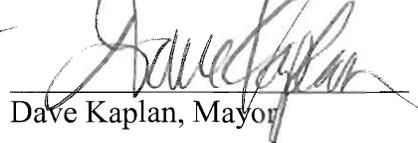


Attest/Authenticate
Monica Lusk, City Clerk

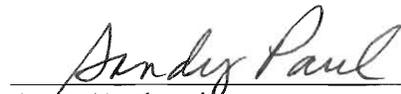


Approve as to form
Craig D. Knutson, City Attorney

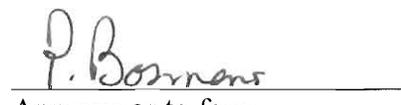
The **City of Des Moines** City
Council passed Resolution No.
Motion at its April 5, 2012
Regular Council Meeting.



Dave Kaplan, Mayor

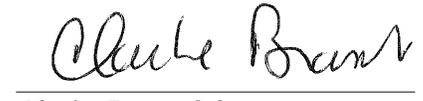


Attest/Authenticate
Sandy Paul, City Clerk



Approve as to form
Pat Bosmans, City Attorney

The **City of Normandy Park**
City Council passed Resolution
No. 851 at its 4-10-12
Regular Council Meeting.



Clarke Brant, Mayor

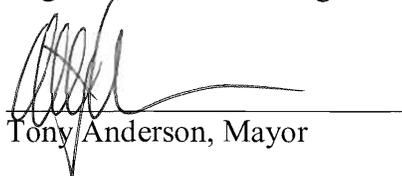


Attest/Authenticate
Debbie Burke, City Clerk

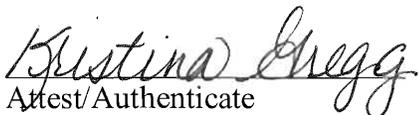


Approve as to form
James Haney, City Attorney

The **City of SeaTac** City
Council passed Resolution No.
12-006 at its 4/24/12
Regular Council Meeting.



Tony Anderson, Mayor



Attest/Authenticate
Kristina Gregg, City Clerk



Approve as to form
Mary Mirante Bartolo,
City Attorney

The **Highline School District**
School Board passed Resolution
No. 2488 at its 4-25-12
Meeting.



Angelica Alvarez, President



Attest/Authenticate
Dr. Alan Spicciati, Board Secretary

RESOLUTION NO. 12-007

A RESOLUTION of the City Council of the City of SeaTac, Washington confirming the appointment of Stephen K. Causseaux, Jr. by the City Manager as the City Hearing Examiner, providing for appointment of a Hearing Examiner Pro-Tem, and authorizing the City Manager to enter into contracts for Hearing Examiner services.

WHEREAS, Section 1.20.030 of the SeaTac Municipal Code provides for appointment of the Hearing Examiner by the City Manager, subject to confirmation by the Council, to serve a term of two years; and

WHEREAS, Section 1.20.060 of the SeaTac Municipal Code provides for appointment of the Hearing Examiner Pro-Tem by the City Manager, subject to confirmation by the Council, to serve a term of two years; and

WHEREAS, the City Manager appoints Stephen K. Causseaux, Jr. as the City Hearing Examiner subject to confirmation of the City Council;

WHEREAS, the City Manager believes that Stephen K. Causseaux, Jr. is qualified to serve as the City's Hearing Examiner, based upon his qualifications, including their training, actual experience in, and knowledge of administrative and quasi-judicial hearings on zoning, subdivision, and other land use regulatory enactments; and

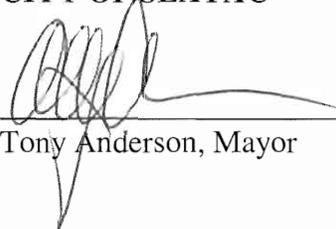
WHEREAS, the City Council finds that it is appropriate that the Hearing Examiner appoint a Hearing Examiner Pro-Tem, as necessary, to fulfill the duties of the Hearing Examiner set forth in the SeaTac Municipal Code;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SEATAC, WASHINGTON HEREBY RESOLVES as follows:

- 1) The appointment by the City Manager of Mr. Stephen K. Causseaux, Jr. to the position of City Hearing Examiner is hereby confirmed through December 31, 2013, as specified by Ordinance, and the jurisdiction of Mr. Causseaux to perform all previous official acts, hearings, and decisions are confirmed and ratified in all respects; and
- 2) The Hearing Examiner is authorized to appoint, as necessary, a Hearing Examiner Pro-Tem, in order to fulfill the duties of Hearing Examiner as set forth in the SeaTac Municipal Code; and
- 3) The City Manager is authorized to enter into contracts, in substantially similar form as attached hereto in Exhibit A, for Hearing Examiner services with the Hearing Examiner and Hearing Examiner Pro-Tem.

PASSED this 12th day of June, 2012 and signed in authentication thereof on this 12th day of June, 2012.

CITY OF SEATAC



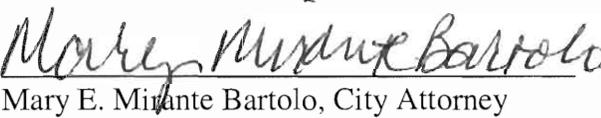
Tony Anderson, Mayor

ATTEST:



Kristina Gregg, City Clerk

Approved as to Form:



Mary E. Mirante Bartolo, City Attorney

[Confirmation of Hearing Examiner 2012]

HEARING EXAMINER CONTRACT

THIS CONTRACT, is made and entered into effective on the date upon which the last party to sign this Contract so signs the Contract, by and between the City of SeaTac, a municipal corporation of the State of Washington, hereinafter referred to as the "City", and Stephen K. Causseaux, Jr., hereinafter referred to as the "Hearing Examiner."

WHEREAS, the Hearing Examiner has been appointed as the Hearing Examiner for the City; and;

WHEREAS, the City Council wishes to contract with the Hearing Examiner under the terms and conditions set forth herein; and

In consideration of the mutual benefits to be derived by the parties herein, the parties agree as follows:

1. **EMPLOYMENT.** The City hereby agrees to retain and employ the Hearing Examiner to preside over quasi-judicial and appellate matters in accordance with Chapter 1.20 of the SeaTac Municipal Code (hereafter SMC). The Hearing Examiner hereby agrees to serve the City pursuant to this Contract.

2. **SCOPE OF SERVICES.** The Hearing Examiner shall perform all of the duties set forth in Chapter 1.20 of the SeaTac Municipal Code, and all other actions reasonably necessary to fulfill the obligations of the position, as established by State statute or City Ordinance. The provisions of SMC 1.20 and Chapter 35.63.130 of the Revised Code of Washington (hereafter RCW) are incorporated by reference as if fully set forth herein.

3. **TIME FOR BEGINNING AND COMPLETION.** This Contract shall be effective January 1, 2012, and continue in effect through December 31, 2013.

4. **COMPENSATION.** The Hearing Examiner shall provide services to the City at an hourly rate of \$150.00 for the performance of the duties described herein. Any additional costs incurred in the performance of the Hearing Examiner's duties that are subject to reimbursement are stated below:

Secretary	\$35.00 per hour
Clerk	\$25.00 per hour

All compensation and costs that are billed at an hourly rate shall be billed in quarter-hour increments. Other costs not specifically specified in this Contract will only be paid if mutually agreed upon in writing between the City and the Hearing Examiner.

5. **BILLING AND PAYMENT.** The Hearing Examiner shall submit a final invoice to the City within thirty (30) days after a hearing decision is rendered. The City shall make payments to the Hearing Examiner within forty-five (45) days of receipt of the invoice. Each invoice shall contain a detailed description of charges. The Hearing Examiner shall provide additional information to the City explaining charges upon request.

6. **INDEPENDENT CONTRACTOR.** The Hearing Examiner is an independent contractor for the performance of services under this Contract. The City shall not be liable for, nor obligated to pay to the Hearing Examiner, or any employee of the Hearing Examiner, sick leave, vacation pay, overtime or any other benefit applicable to employees of the City, nor to pay or deduct any social security, income tax, or other tax from the payments made to the Hearing Examiner which may arise as an incident of the Hearing Examiner performing services for the City. The City shall not be obligated to pay industrial insurance for the services rendered by the Hearing Examiner. The Hearing Examiner will be solely responsible for the payment of any and all applicable taxes related to the services provided under this Contract and if such taxes are required to be passed through to the City by law, the same shall be duly itemized on any billings submitted to the City by the Hearing Examiner.

7. **RECORDS INSPECTION AND AUDIT.** The Hearing Examiner shall keep all records related to this Contract for a period of three (3) years following completion of the work for which the Hearing Examiner is retained. The Hearing Examiner shall return the City's original records to the City. The Hearing Examiner shall permit any authorized representative of the City, and any person authorized by the City for audit purposes, to inspect such records at all reasonable times during regular business hours of the Hearing Examiner. Upon request, the Hearing Examiner will provide the City with reproducible copies of any such records. The copies will be provided without cost if required to substantiate any billing of the Hearing Examiner, but the Hearing Examiner may charge the City no more than 15 cents (\$0.15) per page for copies requested for any other purpose.

8. **OWNERSHIP OF WORK PRODUCT.** Any and all documents, drawings, reports, and other work product produced by the Hearing Examiner under this Contract shall become the property of the City upon payment of the Hearing Examiner's fees and charges therefore. The City shall have the complete right to use and re-use such work product in any manner deemed appropriate by the City, provided, that use on any project other than that for which the work product is prepared shall be at the City's risk unless such use is agreed to by the Hearing Examiner.

9. **EQUAL EMPLOYMENT OPPORTUNITY.** The Hearing Examiner shall strictly abide by all local, state and federal equal employment opportunity laws and policies relating to the establishment of non-discrimination in hiring and employment practices, and assuring the service of all clients, customers or involved members of the public without discrimination.

10. **INDEMNIFICATION.** The Hearing Examiner shall indemnify and hold harmless the City and its officers, agents and employees or any of them from any and all claims, actions, suits, liability, loss, costs, expenses and damages of any nature whatsoever, by any reason of or arising out of any negligent act or omission of the Hearing Examiner, its officers, agents and employees, or any of them relating to or arising out of the performance of this Contract; and if final judgment be rendered against the City and its officers, agents and employees or any of them, or jointly against the City and the Hearing Examiner and their representative officers, agents and employees, or any of them, the Hearing Examiner shall satisfy the same to the extent that such judgment was due to the Contractor's negligent act or omissions.

The City shall indemnify and hold harmless the Hearing Examiner and its officers, agents and employees, or any of them from any and all claims, actions, suits, liability, loss, costs, expenses and damages of any nature whatsoever, by any reason of or arising out of any negligent act or

omission of the City, its officers, agents and employees, or any of them relating to or arising out of the performance of this Contract; and if final judgment be rendered against the Hearing Examiner and its officers, agents and employees or any of them, or jointly against the Hearing Examiner and the City and their representative officers, agents and employees, or any of them, the City shall satisfy the same to the extent that such judgment was due to the City's negligent act or omissions.

11. GENERAL COMPREHENSIVE LIABILITY INSURANCE. The Hearing Examiner shall secure and maintain a policy of comprehensive general liability insurance with an insurance company licensed to do business in the State of Washington, with policy limits of not less than \$1 million dollars. Written proof of the insurance policy shall be filed with the City.

12. RESTRICTION AGAINST ASSIGNMENT. The Hearing Examiner shall not assign this Contract or any interest herein, nor any money due or to become due hereunder without first obtaining the written consent of the City. The Hearing Examiner shall not subcontract part of the consulting services to be performed hereunder, without first obtaining the written consent of the City.

13. TERMINATION OF CONTRACT. Either the City or the Hearing Examiner may terminate the work in the event the other party fails to perform in accordance with the provisions of this Contract. Termination of this Contract is accomplished by either party giving the other party written notice of such termination, specifying the reason for the termination, the extent and effective date thereof, by not sooner than sixty (60) days from date of such notice, providing that the Hearing Examiner shall complete and be compensated for any duties previously assigned and accepted. The Hearing Examiner recognizes that he may be removed from office at any time for just cause by the affirmative vote of a majority of the whole membership of the City Council, pursuant to SMC 1.20.040.

14. CONTRACT ADMINISTRATION. This Contract shall be administered by Stephen K. Causseaux, Jr. on behalf of the Hearing Examiner and by the City Manager on behalf of the City. Any written notices required by terms of this Contract shall be served or mailed as follows:

If to the City:
City Manager
City of SeaTac
4800 S. 188th St.
SeaTac, WA 98188

If to the Hearing Examiner:
Stephen K. Causseaux, Jr.
McCarthy & Causseaux
902 South 10th Street
Tacoma, WA 98405

15. CONSTRUCTION AND VENUE AND DISPUTE RESOLUTION. This Contract shall be construed in accordance with the laws of the State of Washington. It is agreed that King County, Washington shall be the venue for any arbitration or lawsuit arising out of this Contract. Except as otherwise provided by law, it is expressly understood that neither party can institute any legal action against the other based on this Contract until the parties have exhausted the arbitration procedures required in the following paragraph.

If a dispute arises from or relates to this Contract or the breach thereof, and if the dispute cannot be resolved through direct negotiations between the parties, then the parties agree to first settle their dispute by arbitration, which shall be conducted under the American Arbitration Association's Arbitration Rules. The arbitrator may be selected by agreement of the parties or

through the American Arbitration Association. All fees and expenses for arbitration shall be borne by the parties equally. However, each party shall bear the expenses of its own counsel, experts, witnesses, and preparation of evidence.

16. MERGER AND AMENDMENT. This Contract contains the entire understanding of the parties with respect to the matters set forth herein and any prior or contemporaneous understandings are merged herein. This Contract shall not be modified except by written instrument executed by all parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Contract.

CITY OF SEATAC

HEARING EXAMINER

By: _____
Title: City Manager

By: _____
Title: Hearing Examiner

Date: _____

Date: _____

Approved as to Form:

Mary Mirante Bartolo

City Attorney

RESOLUTION NO. 12-008

A RESOLUTION of the City Council of the City of SeaTac, Washington, adopting a Ten-Year Transportation Improvement Program for the years 2013-2022.

WHEREAS, pursuant to RCW 35.77.010, cities are required to adopt a six-year comprehensive Transportation Improvement Program (TIP); and

WHEREAS, the Growth Management Act, at RCW 36.70A.070(6), similarly requires adoption by the City of a Comprehensive Plan transportation element, including a ten-year forecast of system and capacity needs and a plan of financing; and

WHEREAS, the City Council conducted a public hearing pursuant to state law, to hear and receive public comment on the City's TIP; and

WHEREAS, the City Council finds that prioritized and regularly up-dated road and street maintenance and capital improvement projects are essential to growth management, financial planning, and assurance of a comprehensive and coordinated transportation system;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SEATAC, WASHINGTON, HEREBY RESOLVES as follows:

1. The Ten-Year Transportation Improvement Program (TIP) for the years 2013-2022, a copy of which is attached hereto as Exhibit "A", is hereby adopted. City staff will make the appropriate applications for State and Federal grant funding for the projects included in the TIP.

PASSED this 26th day of June, 2012 and signed in authentication thereof this

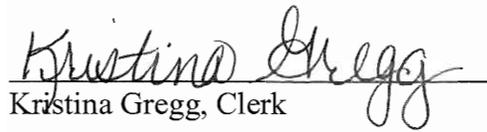
26th day of June, 2012.

CITY OF SEATAC

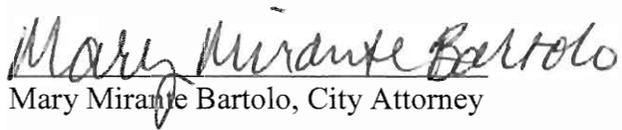


Tony Anderson, Mayor

ATTEST:


Kristina Gregg, Clerk

Approved as to Form:


Mary Mirante Bartolo, City Attorney

[Ten-Year TIP 2013-2022]



Exhibit A

D - DESIGN R/W - RIGHT OF WAY
S - STUDY C - CONSTRUCTION

2013 - 2022 Transportation Improvement Program

Project No.
and
Priority

RES 12 -

Project Title and Description	2013	2014	2015	2016-2018	2019-2022
MP-033 Commute Trip Reduction Annual Element					
1 Provide for review, approval and monitoring of the CTR programs for major employers within the City including the implementation of the City's CTR program.	(\$27,000 WSDOT)	(\$27,000 WSDOT)	(\$27,000 WSDOT)	(\$81,000 WSDOT)	(\$108,000 WSDOT)
ST-829 2012/13 Neighborhood Sidewalk Project - S 168th Street (Military Rd S to 34th Ave S)	\$1,442,000				
2 This is the fourth project in the Neighborhood Sidewalk Program. Improvements include construction of approximately 0.8 miles of new sidewalk on both sides of the street, with curb and gutter, storm drainage, retaining walls, and fencing.	D \$100,000 C \$1,342,000				
ST-122 Military Road S Improvements (S 176th St to S 166th St)	\$1,900,000	\$2,218,260			
3 Reconstruct roadway to include curb, gutter, sidewalk, bicycle lanes, storm drainage, landscaping, street lighting, traffic signal at S 170th Street, channelization, paving and undergrounding aerial utility lines.	D \$100,000 C \$3,000,000 (TIB \$1,200,000)	C \$3,600,000 (TIB \$1,381,740)			
ST-131 Connecting 28th/24th Ave S (S 200th St to S 208th St)	\$1,650,000	\$1,950,000	\$2,900,000	\$2,000,000	
4 Construct a five lane principal arterial roadway including bicycle lanes, curb, gutter, sidewalk, storm drainage, street lighting, signalization, channelization, landscaping, and utility extensions. This project will provide a connection between Des Moines' 24th Ave S improvements at S 208th St and the existing 26th Ave S at S 200th St. This project completes the gap in the overall 28th/24th Ave S corridor which extends from S 188th St and 28th Ave S to S 216th St and 24th Ave S.	D \$1,300,000 ROW \$350,000	D \$600,000 ROW \$350,000 C \$4,400,000 (FED \$1,400,000 TIB \$1,000,000 FMSIB \$1,000,000)	C \$7,000,000 (FED \$1,600,000 TIB \$1,000,000 FMSIB \$1,500,000)	C \$4,000,000 (FED \$1,000,000 TIB \$1,000,000)	
GE-037 Transportation Plan Update	\$500,000	\$500,000			
5 Conduct Transportation Study to evaluate transportation network. Update transportation model. Identify operational and safety problems. Propose necessary mitigation projects. Estimate costs and propose funding measures.	S \$500,000	S \$500,000			
ST-830 2013/14 Neighborhood Sidewalk Project - S 204th St (30th to 32nd Ave S) & 32nd Ave S (S 204th to S200th St)	\$210,000	\$790,000			
6 This is the fifth project in the Neighborhood Sidewalk Program. Improvements include construction of approximately 0.5 miles of new sidewalk on both sides of the street, with curb and gutter, storm drainage improvements, retaining walls, and fencing. Sidewalks are proposed for the south side of S 204th St and the east side of 32nd Ave S. Sidewalks exist on the north side of S 204th St and the west side of 32nd Ave S within the project limits.	D \$180,000 ROW \$35,000	C \$1,200,000 (ST \$410,000)			
ST-883 2013 Annual Street Overlays	\$400,000				
7 Maintain and preserve the integrity of the City's existing roadway surfaces through a combination of repair to major pavement failures, crack sealing of existing pavements to extend their usable life and overlay pavements that are structurally declining.					



Exhibit A

D - DESIGN R/W - RIGHT OF WAY
S - STUDY C - CONSTRUCTION

2013 - 2022 Transportation Improvement Program

Project No.
and
Priority

RES 12 -

Project Title and Description		2013	2014	2015	2016-2018	2019-2022
ST-159	Intersection Safety Improvements					
8	Upgrade approximately 285 pedestrian signal heads with new countdown signal heads, 92 pedestrian push buttons with audible pedestrian push buttons, and install yellow retroreflective sheeting on traffic signal back plates at approximately 38 signalized intersections.	C \$350,000 (FED \$350,000)				
ST-145	Connecting 28th/24th Ave S (S 208th St to S 216th St)					
Outside City Limits	This is the Des Moines portion of the Connecting 28th/24th Project. This is also a segment of the Des Moines Gateway Project. Widen roadway to a five lane urban arterial and provide a continuous center turn lane, bicycle lanes, transit stops, curb and gutter, landscaping and sidewalks.	C Des Moines	C Des Moines			
ST-146	S 216th Street (19th Ave S to 24th Ave S)					
Outside City Limits	Segment 2 of the Des Moines Gateway Project. Widen roadway to a five lane urban arterial and provide a continuous center turn lane, bicycle lanes, transit stops, curb and gutter, landscaping and sidewalks.	C Des Moines				
ST-147	S 216th Street (24th Ave S to 29th Ave S)					
Outside City Limits	Segment 1A of the Des Moines Gateway Project. Widen roadway to a five lane urban arterial and provide a continuous center turn lane, bicycle lanes, transit stops, curb and gutter, landscaping and sidewalks.	D Des Moines	C Des Moines	C Des Moines		
ST-125	Military Road S (S 150th to S 152nd St) & S 152th Street (Military Rd S to International Blvd)	\$300,000	\$1,800,000	\$1,980,000		
9	Widen existing roadway, construct sidewalks, pavement overlay, street lighting, undergrounding of aerial utilities, landscaping, and storm drainage. Provide access and circulation improvements. Construct right turn lane on S 152nd St from Military Rd S to International Blvd. These improvements support redevelopment of the S 154th Street Station Area and facilitate potential Military Rd closure between S 152nd St and International Blvd.	D \$300,000	D \$300,000 ROW \$500,000 C \$1,000,000	C \$1,980,000		
ST-848	Lake to Sound Trail (DMMD - City Limit @ SR 509 to S 156th St)					
10	This portion of the multi-jurisdictional Lake to Sound Trail project is located in SeaTac. A bicycle and pedestrian trail would be extended south from S 156th Street along Des Moines Memorial Drive to SR 509. The improvements are being designed by King County. The Lake to Sound Trail would provide a trail connection from Lake Washington to Puget Sound.	C \$1,650,000 King County				
ST-849	Lake to Sound Trail, (DMMD - 8th Ave S to SR 509)					
Outside City Limits	This portion of the multi-jurisdictional Lakes to Sound Trail project is located in Burien. A bicycle/pedestrian trail would be extended south of SR 509 along Des Moines Memorial Drive to 8th Ave S. The improvements are being designed by King County. The Lakes to Sound Trail would provide a trail connection from Lake Washington to Puget Sound.	C Burien King County				



Exhibit A

D - DESIGN R/W - RIGHT OF WAY
S - STUDY C - CONSTRUCTION

2013 - 2022 Transportation Improvement Program

Project No.
and
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RES 12 -

Project Title and Description		2013	2014	2015	2016-2018	2019-2022
MP-025	Link Light Rail (SeaTac/Airport Station to S 200th St)					
ST	Construct separated rail tracks and new station at S 200th St with pedestrian drop-off and bus station facilities.	C ST	C ST	C ST	C ST	
ST-056	Military Road S at S 200th St/I-5 SB Ramps					
ST WSDOT	Widen I-5 south bound off ramp to provide for a left turn lane. Reconstruct west leg to provide left, thru and right turn lanes. Modify signal to facilitate lane changes.			WSDOT/ST \$2,000,000		
ST-831	2014/15 Neighborhood Sidewalk Project		\$250,000	\$1,440,000		
11	Annual project as part of the Neighborhood Sidewalk Program to construct twelve miles of sidewalks over twenty years. The project location will be considered from the Proposed Pedestrian Network map.		D \$250,000	C \$1,440,000		
ST-884	2014 Annual Street Overlays		\$400,000			
12	Maintain and preserve the integrity of the City's existing roadway surfaces through a combination of repair to major pavement failures, crack sealing of existing pavements to extend their usable life and overlay pavements that are structurally declining.					
ST-832	2015/16 Neighborhood Sidewalk Project			\$250,000	\$1,406,000	
13	Annual project as part of the Neighborhood Sidewalk Program to construct twelve miles of sidewalks over twenty years. The project location will be considered from the Proposed Pedestrian Network map.			D \$250,000	C \$1,406,000	
ST-885	2015 Annual Street Overlays			\$450,000		
14	Maintain and preserve the integrity of the City's existing roadway surfaces through a combination of repair to major pavement failures, crack sealing of existing pavements to extend their usable life and overlay pavements that are structurally declining.					
ST-065	Des Moines Memorial Dr & S 200th St Intersection Improvements			\$200,000	\$750,000	\$750,000
15	Widen to provide left turn lanes on all legs, and right turn lane on east leg. Construct traffic signal and channelization improvements. The improvements would be done in partnership with Des Moines. They are needed to facilitate the SR-509 Interim Trail.			D \$200,000	C \$1,100,000 (Des Moines \$350,000)	C \$1,100,000 (Des Moines \$350,000)
ST-126	S 152th Street Improvements (30th Ave. S. to Military Road S)			\$800,000	\$4,600,000	\$4,600,000
16	Widen existing roadway and construct sidewalks, street lighting, and storm drainage. Provide access and circulation improvements for vehicle and pedestrian movements in support of redevelopment.			D \$800,000	C \$4,600,000	C \$4,600,000
ST-148	S 154th St Transit Station Area Improvements			\$1,000,000	\$6,500,000	\$6,500,000
17	Construct new streets as envisioned in the South 154th Street Station Area Plan. Improve and create pedestrian connections. Area generally bounded by S 152nd St, SR 518, 30th Ave S and International Blvd.			D \$1,000,000	C \$6,500,000	C \$6,500,000



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2013 - 2022 Transportation Improvement Program

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RES 12 -

Project Title and Description	2013	2014	2015	2016-2018	2019-2022
ST-833 ST-834 ST-835 Neighborhood Sidewalk Projects				\$5,273,000	
18 Annual projects as part of the Neighborhood Sidewalk Program to construct twelve miles of sidewalks over twenty years. The project locations will be considered from the Proposed Pedestrian Network map.				D \$750,000 C \$4,523,000	
ST-886 ST-887 ST-888 Annual Street Overlays				\$1,350,000	
19 Maintain and preserve the integrity of the City's existing roadway surfaces through a combination of repair to major pavement failures, crack sealing of existing pavements to extend their usable life and overlay pavements that are structurally declining.					
ST-033 International Blvd. at SR 518				\$9,600,000	\$5,400,000
20 Construct interchange improvements consistent with WSDOT's Route Development Plan. Elements may include modification to S 154th St exit ramp and new eastbound exit ramp to northbound International Blvd.				D \$2,000,000 ROW \$1,000,000 C \$6,600,000	C \$5,400,000
ST-836 ST-837 ST-838 ST-839 Neighborhood Sidewalk Projects					\$7,536,000
21 Annual projects as part of the Neighborhood Sidewalk Program to construct twelve miles of sidewalks over twenty years. The project locations will be considered from the Proposed Pedestrian Network map.					D \$1,000,000 C \$6,536,000
ST-889 ST-890 ST-891 ST-892 Annual Street Overlays					\$1,800,000
22 Maintain and preserve the integrity of the City's existing roadway surfaces through a combination of repair to major pavement failures, crack sealing of existing pavements to extend their usable life and overlay pavements that are structurally declining.					



Exhibit A

D - DESIGN R/W - RIGHT OF WAY
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2013 - 2022 Transportation Improvement Program

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	Project Title and Description	2013	2014	2015	2016-2018	2019-2022
ST-015	34th Ave S Improvements (S 160th St to S 176th St)					\$7,100,000
23	Reconstruct roadway install drainage, curb, gutter and sidewalks. Install traffic calming measures Underground utility lines.					D \$900,000 C \$6,200,000
ST-022	Military Rd S (S 128th St to S 150th St)					\$12,250,900
24	Reconstruct and widen to provide for drainage, bicycle lanes and pedestrian facilities. Provide for left turn lanes at significant intersections.					D \$1,400,000 C \$10,850,900
ST-156	S 154th Pedestrian Grade Separation					\$12,925,000
25	Plan, design, construct a grade separated pedestrian crossing to directly link the S 154th St Station Area with the Tukwila International Boulevard Station.					D \$1,500,000 ROW \$250,000 C \$10,000,000
ST-157	32nd Ave S Improvements (S 152th St to S 154th St)					\$1,600,000
26	Reconstruct and widen roadway; install curb, gutter, storm drainage and sidewalk improvements.					D \$250,000 C \$1,350,000
ST-158	30th Ave S Improvements (S 152th to S 154th St)					\$1,000,000
27	Reconstruct and widen roadway; install curb, gutter, storm drainage and sidewalk improvements.					D \$150,000 C \$850,000
ST-024	S 142nd St/S 144th St (Des Moines Memorial Dr S to 24th Ave S)					\$11,800,000
28	Improve existing arterial roads to serve planned north end development. Provide sidewalks and non-motorized path. Signal improvements at S 142nd/Des Moines Memorial Dr.					D \$1,840,000 ROW \$960,000 C \$10,000,000 (POS \$1,000,000)
ST-141	32nd Ave S (S 170th St to S 176th St)					\$8,000,000
29	Reconstruct roadway, install drainage, curb, gutter and sidewalks. Underground utility lines.					\$8,000,000
ST-116	Military Rd S & S 160th St (International Blvd to S 166th St)					\$7,400,000
30	Reconstruct and widen to provide for drainage, bicycle lanes, pedestrian facilities, upgrade existing signals, channelization, street lighting, continuous left turn lanes and underground overhead utilities.					D \$900,000 C \$6,500,000
ST-018	Military Road S (S 188th St to I-5 south of S 200th St)					\$5,858,200
31	Reconstruct roadway to provide drainage and pedestrian facilities along the roadway.					D \$600,000 C \$5,258,200
ST-112	Military Road S (S 200th St to S 208th St)					\$4,419,100
32	Reconstruct and widen to provide for drainage, bicycle lanes and pedestrian facilities. Provide for left turn lanes as needed.					D \$500,000 C \$3,919,100



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Project Title and Description	2013	2014	2015	2016-2018	2019-2022
ST-047 Military Road S (S 208th St to S 216th St)					\$3,177,800
33 Reconstruct and wide roadway to provide for drainage and pedestrian facilities on both sides of the roadway.					D \$300,000 C \$2,877,800
ST-031 Military Rd (South City Limits to S 216th St)					\$8,853,900
34 Reconstruct and widen roadway to provide for drainage and pedestrian facilities on both sides of the roadway.					D \$1,000,000 C \$7,853,900
ST-072 Des Moines Memorial Dr. (S 136th St to SR 518)					\$6,256,000
35 Reconstruct and widen roadway to 36 ft. to include storm drainage, landscaping, bicycle lanes, street lighting, channelization, signal modification, paving and modify the overhead utility lines. Install curb, gutter and sidewalk (one side).					D \$700,000 C \$5,556,000
ST-028 Des Moines Memorial Dr. (S 128th St to S 136th St)					\$4,175,600
36 Reconstruct and widen roadway to 36 ft. to include storm drainage, curb, gutter, bicycle lanes, landscaping, street lighting, channelization, signal modification, paving and modification of overhead utility lines.					D \$333,800 R/W \$841,800 C \$3,000,000
ST-029 Des Moines Memorial Dr. (SR 518 to S 156th St)					\$4,352,400
37 Reconstruct and widen roadway to 36 ft. to include storm drainage, bicycle lanes, landscaping, street lighting, channelization, signal modification, paving and modify the overhead utility lines. Install curb, gutter and sidewalks (one side).					D \$ 500,000 C \$3,852,400
ST-049 Des Moines Memorial Dr (S 156th St to SeaTac City Limits/SR 509)					\$5,135,300
38 Reconstruct and widen roadway to 36 feet to provide for drainage, bicycle and pedestrian facilities.					D \$600,000 C \$4,535,300
ST-051 Des Moines Memorial Dr. (S 194th St to S 208th St)					\$5,180,200
39 Reconstruct and widen roadway to 36 feet to provide for drainage, bicycle and pedestrian facilities.					D \$650,000 C \$4,530,200
ST-079 S 144th St (24th Ave S to Military Rd S)					\$3,400,000
40 Reconstruct roadway to provide for drainage and pedestrian facilities. Improvements include curb, gutter, sidewalk, storm drainage, landscaping, street lighting, channelization, paving and undergrounding of utility lines.					D \$400,000 C \$3,000,000
ST-041 S 170th St (Military Road S to 51st Ave S)					\$2,487,400
41 Reconstruct roadway to 36 feet to provide for drainage, pedestrian facilities, curb, gutter, sidewalk, storm drainage, landscaping, street lighting, channelization, paving, signalization and undergrounding of utilities.					D \$400,000 C \$2,078,400



Exhibit A

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2013 - 2022 Transportation Improvement Program

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RES 12 -

Project Title and Description		2013	2014	2015	2016-2018	2019-2022
ST-084	40th Ave S (S 176th St to S 166th St)					\$2,993,400
42	Reconstruct roadway to 36 feet to provide for drainage and pedestrian facilities. Improvements could include curb, gutter, sidewalk, storm drainage, landscaping, street lighting, channelization, paving, signalization and undergrounding of utilities.					D \$500,000 C \$2,493,400
ST-140	S 216th St (I-5 to 35th Ave S)					\$350,000
43	Reconstruct roadway, install drainage, curb, gutter and sidewalks. Underground utility lines.					
ST-139	16th Ave S (S 188th St to S 192nd St)					\$750,000
44	Reconstruct roadway, install drainage, curb, gutter and sidewalks. Underground utility lines.					
ST-150	8th Ave S (S 186th St to S 188th St)					\$800,000
45	Reconstruct roadway, install drainage, curb, gutter and sidewalks. Underground utility lines.					
ST-044	S 195th Street (International Blvd. to 28th/24th St)					\$1,734,100
46	Construct a new three lane roadway to provide an additional access point to the Aviation Business Center.					D \$300,000 R/W \$450,000 C \$984,100
ST-069	S 208th Street (International Blvd. to 28th/24th St)					\$1,116,500
47	Widen roadway to three to five lanes depending on the existing and proposed level of development in the Aviation Business Center.					D \$200,000 C \$916,500
ST-136	32nd Ave S (S 200th St to S 204th St)					\$1,500,000
48	This is a City project in conjunction with the SR 509 Extension. Install sidewalks and neighborhood traffic calming measures.					D \$200,000 C \$1,300,000
MP-043	SR 509 Extension (Des Moines Memorial Dr. S to I-5)					
WSDOT	Construct new 4 lane full access control freeway to connect existing SR 509 freeway terminus with I-5.					\$1,500,000,000 WSDOT
ST-132	S 208th St (International Blvd to SR 509 & SR 509 to 34th Ave S)					
WSDOT	In conjunction with the extension of SR 509, terminate roadway either side of SR 509. Widen roadway to 36 feet and construct sidewalks both sides on eastern portion and west cul-de-sac.					\$1,000,000 WSDOT
ST-004 ST-077	S 200th St (International Blvd. to South Access and SR 509 Ramps to Des Moines Memorial Dr.)					\$5,500,000
49	Widen to a three to five lane urban arterial the areas of S. 200th Street outside the SR 509 Improvements with curb, gutter, sidewalk, bicycle lanes, associated intersection improvements, consolidation of driveways and possible undergrounding of overhead utility improvements.					D \$500,000 C \$5,000,000



Exhibit A

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2013 - 2022 Transportation Improvement Program

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and
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RES 12 -

Project Title and Description		2013	2014	2015	2016-2018	2019-2022
MP-013	South Access (Airport Drives to SR 509 Extension)					\$13,600,000
Port of Seattle	Construct new arterial or limited access roadway to connect the south end of the Airport to the new SR 509 extension with at-grade intersection at S 200th St.					(POS \$88,400,000)
ST-134	S 204th St (32nd Ave S to 34th Ave S)					
WSDOT	In conjunction with SR 509 Extension, widen roadway to 36 feet. Construct sidewalks on both sides.					\$650,000 WSDOT
ST-133	34th Ave S (S 204th St to S 211th St)					
WSDOT	In conjunction with SR 509 Extension, construct new 36 foot wide roadway with sidewalk on one side.					\$4,500,000 WSDOT
ST-052	Des Moines Memorial Dr. (S 208th St to Marine View Dr.)					
Outside City Limits	Reconstruct and widen roadway to 36 feet to include storm drainage, bicycle lanes, landscaping, street lighting, channelization, paving, modification to overhead utility lines, curb, gutter and sidewalks (one side).					D \$824,000 R/W \$364,000 C \$4,553,000 Des Moines
ST-050	Des Moines Memorial Dr. (SeaTac City Limit to Normandy Park Rd)					
Outside City Limits	Reconstruct and widen roadway to 36 feet to provide for drainage, bicycle and pedestrian facilities.					\$1,103,000 Burien
TOTAL		\$6,402,000	\$7,908,260	\$9,020,000	\$31,479,000	\$178,301,800

POS PORT OF SEATTLE
 TIB TRANSPORTATION IMPROVEMENT BOARD
 FED FEDERAL GRANT
 WSDOT WASHINGTON STATE DEPARTMENT OF TRANSPORTATION
 ST SOUND TRANSIT
 TBD TO BE DETERMINED

Project adds Sidewalks in Residential Areas
 Amounts shown in bold are City's net costs

RESOLUTION NO. 12-009

A RESOLUTION of the City Council of the City of SeaTac, Washington, authorizing entry into a Development and Transit Way Agreement between the City and Sound Transit.

WHEREAS, RCW 36.70B.170 through .200 and SMC 15.05.057 authorize the City to enter into Development Agreements with persons or entities applying for code deviations which are off-set by significant public benefits; and

WHEREAS, the Sound Transit Airport Link Project, as a regional transportation facility, is an Essential Public Facility and no local comprehensive plan or development regulation may preclude the siting of such facilities as per RCW 36.70A.200 and;

WHEREAS, notice was published pursuant to SMC 16A.13.010, and the Council held a public hearing on June 12, 2012; and

WHEREAS, the Council finds that the proposed Development Agreement satisfies the criteria of SMC 15.22.055 and remains generally consistent with current City development regulations and provides significant public benefit;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SEATAC, WASHINGTON HEREBY RESOLVES as follows:

1. The City Manager is authorized to execute, on behalf of the City, a Development Agreement with Sound Transit, generally in the form attached to this Resolution as Exhibit A.
2. The City Clerk shall cause the fully executed document to be filed with the King County Recorder, consistent with the terms of RCW 36.70B.190 and the Development Agreement.

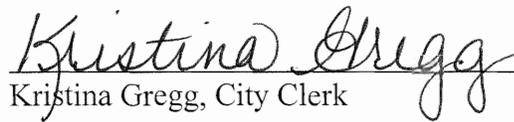
PASSED this 26th day of June, 2012 and signed in authentication thereof on this 26th day of June, 2012.

CITY OF SEATAC



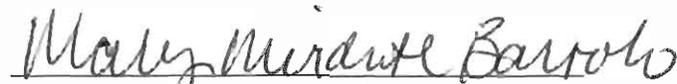
Tony Anderson, Mayor

ATTEST:



Kristina Gregg, City Clerk

Approved as to Form:



Mary E. Mirante Bartolo, City Attorney

[Sound Transit Development Agreement]

DEVELOPMENT AND TRANSIT WAY AGREEMENT

for

SOUND TRANSIT CENTRAL LINK LIGHT RAIL

SOUTH LINK PROJECT

between

CITY OF SEATAC, WASHINGTON

and

SOUND TRANSIT

Date: [_____]

PUBLIC HEARING HELD JUNE 12, 2012

Version: June 20, 2012

TABLE OF CONTENTS

RECITALS.....	1
1.0 DEFINITIONS.....	5
2.0 COOPERATION AND GOOD-FAITH EFFORTS.....	8
3.0 SEPA COMPLIANCE.....	9
4.0 DEVELOPMENT STANDARDS.....	10
5.0 ESSENTIAL PUBLIC FACILITY REQUIREMENTS.....	15
6.0 PROJECT MITIGATION.....	16
7.0 MINOR REVISIONS TO PROJECT APPROVALS.....	22
8.0 FINANCIAL REIMBURSEMENT BY SOUND TRANSIT.....	22
9.0 LIGHT RAIL TRANSIT WAY.....	25
10.0 PLAN REVIEW, PERMITTING, AND CONSTRUCTION.....	27
11.0 PERMITS.....	32
12.0 ENTRY NOTICE.....	33
13.0 OPERATION, MAINTENANCE, AND REPAIR IN STREETS AND RIGHTS OF WAY.....	34
14.0 FACILITY LOCATION SIGNS.....	34
15.0 LIABILITY, INDEMNIFICATION.....	35
16.0 INSURANCE.....	35

17.0 LIENS	36
18.0 DISPUTE RESOLUTION.....	37
19.0 DEFAULT.....	38
20.0 REMEDIES; ENFORCEMENT	38
21.0 TERM; TERMINATION	39
22.0 COVENANTS AND WARRANTIES	39
23.0 RECORDINGS, TAXES AND OTHER CHARGES	40
24.0 ASSIGNABILITY; BENEFICIARY.....	41
25.0 DESIGNATED REPRESENTATIVES	42
26.0 NOTICE	43
27.0 GENERAL PROVISIONS	43
28.0 SEVERABILITY	45
SIGNATURES	45

List of Exhibits

- Exhibit A - Sound Transit Board Resolution R2005-16 Selecting the Airport Link Alignment and Stations
- Exhibit B - S. 200th Street Light Rail Ad Hoc Committee Recommendations
- Exhibit C - South Link Project Description
- Exhibit D - Sound Transit's Reimbursement for City of SeaTac Staff
- Exhibit E - Temporary Parking
- Exhibit F - Traffic Impact Mitigation Measure and Non-Motorized Transportation Improvements
- Exhibit G - Stormwater Concurrence Letter
- Exhibit H- Fire/Life Safety Concurrence Letter

Exhibit I - MOU between City of SeaTac/Port of Seattle and Sound Transit
Exhibit J - On Street Parking Inventory Survey
Exhibit K - Light Rail Transit Way
Exhibit L - Legal Description for South Link

This Development and Transit Way Agreement (“Agreement”) is entered into, by and between the CITY OF SEATAC, a Washington municipal corporation (“City”), and the CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY (“Sound Transit”), a regional transit authority. For and in consideration of the mutual covenants contained herein, the City and Sound Transit do hereby agree as follows regarding the Sound Transit Central Link Light Rail South Link Project.

RECITALS

- A. The City is a non-charter optional municipal code city incorporated under the laws of the State of Washington, with authority to enact laws and enter into development and right of way agreements to promote the health, safety and welfare of its citizens.
- B. Sound Transit is a regional transit authority created pursuant to chapters 81.104 and 81.112 RCW with all powers necessary to implement a high capacity transit system within its boundaries in King, Pierce, and Snohomish Counties, including the right to construct and maintain facilities in public rights of way without a franchise (RCW 81.112. 100 and RCW 35.58. 330).
- C. This agreement is authorized by RCW 36.70B.170 through .210. In addition, the City has adopted regulations governing development agreements, as set forth at SMC 15.22.055, and those regulations allow a property owner to apply to the City to enter into a development agreement to address project development standards including, design standards, mitigation measures, project phasing, review procedures, vesting, and other appropriate development requirements.
- D. The Growth Management Act (RCW 36.70A) requires that the City plan for and encourage regional high capacity transit facilities such as South Link (RCW 36.70A.020) and accommodate within the City such essential public facilities (RCW 36.70A.200). Likewise, the Growth Management Act grants authority to the City to impose reasonable permitting and mitigation conditions on the Project.

Sound Transit requested approval of the Project through both a conditional use permit and development agreement and submitted applications on August 16, 2011 and September 13, 2011, respectively. On February 16, 2012, Sound Transit requested a code interpretation as to whether a conditional use permit is required for projects that are processed and approved using a development agreement. On March 19, 2012, the City issued a code interpretation determination that “[a] Conditional Use Permit is not required if the City and Sound Transit enter into a Development Agreement which explicitly states that a Conditional Use Permit is not required.” In the interest of streamlining, and to avoid duplication of processes, the City Manager has recommended that this Development Agreement expressly not require a Conditional Use Permit for the Project.

- E. On November 5, 1996, central Puget Sound area voters approved local funding for Sound Move, the ten-year regional transit system plan. Sound Move includes three new types of regional transportation -- light rail, commuter rail, and a regional express bus/HOV system -- which will be integrated with local transit systems and use a single or integrated, regional fare structure.
- F. One component of Sound Move is the Central Link Light Rail System ("Central Link"), an electric light rail transit system connecting some of the state's largest employment and education centers, highest density residential areas, and highest regional transit ridership areas.
- G. On July 14, 2005, Sound Transit approved the alignment and station locations of the Airport Link Project ("Project") from the Tukwila International Boulevard Station in Tukwila to 200th Street South in the City, and selected the portion of Airport Link from Tukwila International Boulevard Station to SeaTac/Airport Station to be constructed and in operation before the end of 2009, as set forth in Sound Transit Resolution R2005-16, incorporated by reference herein and attached hereto as Exhibit A.
- H. In 2006, the City issued approvals for the Airport Link Project and that segment began revenue service in December 2009.
- I. On Nov. 4, 2008, voters of the Central Puget Sound region approved the Sound Transit 2 (ST2) ballot measure to provide an alternative to rising gas prices and greenhouse gas emissions. The ST2 plan adds regional express bus and commuter rail service while building 36 additional miles of light rail to form a 55-mile regional system. The ST2 plan will extend Link light rail to the South 200th Street station and beyond, eventually making the South 200th Street station an inline station rather than the southern terminus of Link light rail. The ST2 plan contemplates a light rail extension from SeaTac International Airport to the Redondo/Star Lake area near Federal Way, with three planned new stations at South 200th Street, the vicinity of Highline Community College, and Redondo/Star Lake, each with a park-and-ride facility.
- J. On September 9, 2010, the Sound Transit Board of Directors directed staff to study the feasibility of accelerating the start of light rail service at the South 200th Street Station by up to five years earlier than scheduled in the ST2 plan, so as to coincide with the start of light rail service to the University of Washington ("U-Link") in 2016. On July 28, 2011, the Sound Transit Board adopted Resolution R2011-05 to accelerate delivery of the South Link Project to open for service before the end of September 2016. Sound Transit intends to use a design/build procurement ("Design/Build") method for the Project to meet the delivery schedule goal.

- K. The City owns and operates city streets and other infrastructure improvements within the City boundaries where Sound Transit proposes certain Project improvements. As described in this Agreement, and as was the case with the Airport Link Project, Sound Transit will apply to the City for temporary right of way use permits for construction of the Project and the City will grant Sound Transit a non-exclusive use of a Light Rail Transit Way in the City for the Project's long term needs.
- L. In anticipation of the Project, Sound Transit and the City have engaged in planning efforts to identify capital improvements that would be necessary to increase safe and efficient accessibility to the light rail station and mitigate project impacts. The commitments contained in this Agreement regarding capital improvements are intended by the Parties to fully mitigate project impacts and satisfy Sound Transit's financial contribution toward such capital improvements.
- M. Sound Transit is proceeding to design and build the Project, and will seek various land use, administrative and right-of-way approvals for construction and operation of the system within the City. In recognition of the multiple development permits and separate review processes, and the continuing potential for conflict, overlap and duplication between such processes, the City and Sound Transit desire to consolidate permit and environmental review processes for the benefit of both parties and the public pursuant to the development agreement authority provided in RCW 36.70B.170-.210 and SMC 15.22.055. In addition, the City recognizes the public benefits which will accrue to the City and community from development of the property for the Project.
- N. Sound Transit has completed extensive environmental analysis of the Project. In November 1999, U.S. Department of Transportation Federal Transit Administration ("FTA") and Sound Transit completed an Environmental Impact Statement for the entire Central Link Light Rail Project; on November 18, 1999, Sound Transit approved the alignment for construction of the Central Link Light Rail System from South 200th Street in the City to Northgate in Seattle (Sound Transit Resolution R99-34); on September 27, 2001, Sound Transit identified the preferred Initial Segment extending from South 154th to Westlake, subject to completion of environmental review (Sound Transit Motion M2001-103); on November 16, 2001, the Final Supplemental EIS and a SEPA Addendum for the Initial Segment was issued ("Tukwila SEIS"); on November 29, 2001, the Sound Transit Board adopted the Initial Segment (Sound Transit Resolution R2001-16); on February 5, 2002, an Environmental Assessment for the Initial Segment was issued; on May 8, 2002, the FTA issued an Amended Record of Decision ("ROD") for the Initial Segment; on August 5, 2004, a SEPA Addendum to the Tukwila SEIS was issued.

An Environmental Assessment for Airport Link and South Link, as part of the Central Link Light Rail Transit Project, was issued on May 13, 2005 and the FTA issued an Amended Record of Decision (“ROD”) on September 13, 2005. The ROD states the FTA’s decision, identifies the alternatives considered by the FTA in making its decision, and concludes that the federal environmental process is complete for the Central Link Light Rail Transit and the Airport Link Project.

- O. In 2011, Sound Transit issued a SEPA Addendum to the Environmental Assessment referenced above. This Addendum analyzed project changes that have been identified in the 2011 Design Refinements when compared to the 2005 Environmental Assessment. The probable significant adverse impacts of the South Link project are addressed by the range of alternatives and impacts analyzed in the existing environmental documents. The project changes in the 2011 Design Refinements do not substantially change the analysis of significant impacts and alternatives in the previous EIS and EA/Addendum.
- P. Sound Transit has adopted real property acquisition and relocation procedures and guidelines that comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (PL 91-646, 84 Stat. 1894), as amended by the Uniform Relocation Act Amendments of 1987 (PL 100-17, 101 Stat. 246-256) and as implemented by the United States Department of Transportation (49 CFR 24), all of which establish a uniform policy for the expedient and consistent treatment of owners subjected to land acquisition practices and provide for the fair and equitable treatment of persons displaced as a result of public works programs or projects of a local public body (hereinafter the “Federal Regulations”). Pursuant to these policies and its statutory authority, Sound Transit has acquired or will acquire such real property interests as are necessary to construct, maintain and operate the Project, as described in Resolution 2005-16, Exhibit A attached and incorporated herein.
- Q. Both Parties recognize the importance of extending the light rail system from the Airport to South 200th and have mutually concluded that it is feasible to do so by 2016. Both parties will work in a collaborative effort to resolve any issues and risks to ensure that the South Link Project begins operations by the end of 2016.
- R. The City Council appointed an Ad Hoc Committee to review the Project on February 22, 2011 and the Committee held meetings between November 14, 2011 and May 21, 2012. The Ad Hoc Committee’s role is to provide input on the project, including the Development Agreement, to ensure the project is compatible with nearby land uses, standard infrastructure, development regulations, and the Comprehensive Plan, and has included appropriate and adequate mitigations. The Committee’s recommendations were provided to the City Council on May 31, 2012 attached and incorporated herein as Exhibit B.
- S. Pursuant to RCW 36.70B.200 and SMC 15.22.055, the City held a properly noticed public hearing, and the City Council finds: that the proposed Project is

generally consistent with the City development regulations and that any departures therefrom provided by this Agreement are offset by the benefits to be received from the Project including, increased transit service, transit oriented development opportunities, infrastructure improvements, and enhanced mitigations; that the proposed Project conforms with the criteria provided in SMC 15.22.055; and has authorized the City Manager to enter into this Agreement.

NOW THEREFORE, in consideration of mutual promises and covenants herein contained related to the approval of various development permits and a grant of a non-exclusive use of a City right of way by the City to Sound Transit to construct, operate, and maintain the Project, the Parties hereto agree to the terms and conditions as follows:

1.0 DEFINITIONS

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

- 1.1 Agreement. “Agreement” means this Development and Transit Way Agreement approved by appropriate action of the City and of Sound Transit.
- 1.2 Approved Building Permit Plans. “Approved Building Permit Plans” means prints showing in detail the proposed construction and specifications of the Light Rail Transit System, including alignment drawings showing the exact limits of the Light Rail Transit Way, and further described in the building permits approved by the City.
- 1.3 City. “City” means the City of SeaTac and any successor or assignee following an assignment that is permitted under this Agreement.
- 1.4 Design/Build Contractor. “Design/Build Contractor” means the entity or entities that will contract with Sound Transit to complete the design of the Project, to obtain all remaining permits for the Project, and to construct the Project, all based upon a design/build procurement method.

1.5 Design Submittal. "Design Submittal" means a set of design documents for the Project that will be submitted to the City for review as the Project moves through various review and approval processes. There shall be four different phases of design submittal as follows:

- (a) "30% Design Submittal" means the Design Submittal that exists at the time this Agreement is executed, which included conceptual design of the alignment, station, and park-and-ride facilities.
- (b) "50% Design Submittal" means a Design Submittal that presents the basic concept of the overall Project including advanced detail on route alignment, existing utilities and proposed major utility line relocations, construction phasing, traffic lane configurations, structural types, sizes and locations, urban design concepts, new and proposed right-of-way limits, extent of roadway modifications, retaining walls, soil nail/tie back depth, angles, lengths and locations, and other supporting concepts to define the intent of the Project. This submittal is intended to trigger any requests for significant changes or corrections that may be required by the City.
- (c) "100% Design Submittal" (or "Building Permit Submittal") means a Design Submittal that illustrates the entire scope of the work under design so that all reviewers can comment on the overall scope of the Project, including grade crossings, utility relocation improvements, track plan and profile, retaining walls, signal footprints, new traffic signaling plans, ADA crossings, and grading plan. This submittal is intended to ensure that new, never-before-seen items of significance do not appear for the first time in the Issued for Construction Design Submittal. This submittal shall constitute the Building Permit Submittal.
- (d) "Issued for Construction Design Submittal" means a Design Submittal that has incorporated any corrections required based on review of the 100% Design, or Building Permit, Submittal and that is sufficiently complete for Project Approval and upon which the Design/Build Contractor will rely in constructing the Project, including but not limited to a complete set of constructions plans, drawings, and specifications, draft construction schedule, and traffic plan. The Approved Building Permit Plans and the Final Right-Of-Way Plans shall not materially differ from the Issued for Construction Design Submittal.

- 1.6 Emergency. “Emergency” means, except as otherwise provided, a sudden, unexpected occurrence or set of circumstances demanding immediate action.
- 1.7 Final Right-of-Way Plans. “Final Right-of-Way Plans” means prints showing the proposed limits of the Light Rail Transit Way mathematically tied to existing City monumentation.
- 1.8 Liability. “Liability” means all loss, damage, cost, expense (including costs of investigation and attorneys’ fees and expenses at arbitration, trial or appeal and without institution of arbitration or suit), liability, claims and demands of whatever kind or nature (including those arising under the Federal Employers Liability Act), arising out of an occurrence relating to this Agreement or occurring on or relating to the Light Rail Transit System described herein.
- 1.9 Light Rail Transit Facility. “Light Rail Transit Facility” means a structure, rail track, equipment, maintenance base or other improvement of a Light Rail Transit System, including but not limited to ventilation structures, traction power substations, Light Rail Transit Stations and related passenger amenities, bus layover and inter-modal passenger transfer facilities, park-and-ride lots, and transit station access facilities.
- 1.10 Light Rail Transit System. “Light Rail Transit System” means a public rail transit line that operates at grade level or above grade level, and that provides high-capacity, regional transit service owned or operated by a regional transit authority authorized under chapter 81.112 RCW. A Light Rail Transit System may be designed to share a street right-of-way although it may also use a separate right-of-way.
- 1.11 Light Rail Transit Way. “Light Rail Transit Way” means the areas of the Public Right-of-Way occupied by Sound Transit for its Light Rail Transit System after construction pursuant to this Agreement, as shown on the record drawings of the Final Right-of-Way Plans approved by the City and on file with the City.
- 1.12 Parties. “Parties” means the City of SeaTac and the Central Puget Sound Regional Transit Authority.
- 1.13 Passenger. “Passenger” means any person who is not an employee or agent of Sound Transit, and who is aboard any Sound Transit Light Rail Transit System vehicle.
- 1.14 Project. “Project” or “South Link Project” means the light rail system as described in Exhibit C attached and incorporated herein, and as approved by the City pursuant to the approvals described in this Agreement. The

South Link Project consists of the elements described in Exhibit C, all of which Sound Transit will fund, design, and construct.

- 1.15 Public Right-of-Way. “Public Right-of-Way” means the areas above, below, on and over public streets and easements which, under the SeaTac Municipal Code, the City ordinances, and applicable laws, the City has authority to grant rights of way, permits, or licenses for use thereof or has regulatory authority therefore.
- 1.16 Routine Maintenance and Operation. “Routine Maintenance and Operation” means Sound Transit’s maintenance and operation of the Light Rail Transit System that does not require (i) the excavation of soil that would alter or disturb the Public Right-of-Way; or (ii) the use of heavy machinery within fifty (50) feet of or upon the Public Right-of-Way.
- 1.17 South 200th Street Station. “South 200th Street Station” or “Station” means the Light Rail Transit Facility located at S. 200th Street near the intersection of South 200th Street and 28th Avenue South that provides pedestrian access to Light Rail Transit System vehicles and facilitates transfer from light rail to other modes of transportation. The Station may include mechanical devices such as security cameras, elevators and escalators to move passengers, and passenger amenities such as informational signage, seating, weather protection, drinking fountains, artwork, concessions, public restrooms, and parking areas.
- 1.18 Sound Transit. “Sound Transit” means the Central Puget Sound Regional Transit Authority, and any other entity to the extent such entity, as permitted under this Agreement, is exercising any rights to operate the Light Rail Transit System over any portion of the Light Rail Transit Way pursuant to a specific written grant of such rights by Sound Transit.
- 1.19 Third Party. “Third Party” means any person other than the City or an employee of the City and any person other than Sound Transit or an employee of Sound Transit.

2.0 COOPERATION AND GOOD-FAITH EFFORTS

- 2.1 The Parties understand and agree that the process described in this Agreement depends 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, and not wait for explicit due dates or deadlines. Each party agrees to work cooperatively and in good faith toward resolution of any such issues.
- 2.2 The Parties acknowledge that this Agreement contemplates the execution and delivery of a number of future documents, instruments and permits, the final form and contents of which are not presently determined. The

Parties agree to provide the necessary resources and to work in good faith to develop the final form and contents of such documents, instruments and permits, and to execute and deliver the same promptly.

The City will provide timely review by both dedicated and regular city staff of all permit applications necessary to complete the Project, subject to the City's applicable process and regulations. This includes Sound Transit's payment of applicable permit fees and reimbursement for City staff time as described in Section 8 and consistent with Exhibit D attached and incorporated herein.

- 2.3 The City further agrees to take all necessary actions to implement the improvements identified in Section 6.3, below, concurrent with construction of the South Link Project, as practicable, including any required environmental review, right of way acquisition, design and construction. Sound Transit acknowledges that the City is not responsible for delays resulting from extenuating circumstances beyond its control.
- 2.4 The City may apply for grants available to local agencies to supplement Sound Transit funds for street, sidewalk or other improvements contemplated by this Agreement. Upon request, Sound Transit will provide letters of support for grant applications made by the City.
- 2.5 Sound Transit will provide technical assistance to the City to plan public improvements in the station area intended to incentivize transit-oriented development.
- 2.6 Sound Transit will exercise its reasonable best efforts to minimize impacts of construction activities upon current and future business operations and pending development opportunities in the Project area.

3.0 SEPA COMPLIANCE

- 3.1 Sound Transit is the "lead agency" for purposes of Project compliance with the State Environmental Policy Act, RCW Chapter 43.21C ("SEPA"). The City agrees that the Project has been subject to full and complete procedural and substantive SEPA review through issuance of the following environmental documents, which taken together comprise the "Project Environmental Documents," incorporated herein by reference:
 - (a) Central Link Light Rail Transit Project Final EIS (November 1999);
 - (b) Addendum to the Final EIS for the Initial Segment (November 16, 2001);
 - (c) Initial Segment Environmental Assessment (February 2002);

- (d) Central Puget Sound Regional Transit Authority Central Link Light Rail Project: Tukwila Freeway Route Addendum to Tukwila Freeway Route Final Supplemental Impact Statement (August 2004);
 - (e) Airport Link Environmental Assessment/SEPA Addendum to the Central Link Light Rail Final Environmental Impact Statement (May 13, 2005);
 - (f) Record of Decision for Central Puget Sound Regional Transit Authority's Airport Link Segment of the Central Link Light Rail Transit Project, King County, Washington (September 13, 2005); and
 - (g) South Link SEPA Addendum to Airport Link Environmental Assessment/SEPA Addendum (July 5, 2011).
- 3.2 The Parties agree that pursuant to WAC 197-11-600, the Project Environmental Documents will be used by the City unchanged for its review and decisions on permit applications related to the Project, unless (i) the applicant makes changes to the Project that are likely to have significant adverse environmental impacts not previously analyzed or (ii) new information is discovered regarding the Project that indicates a probable significant adverse impact not previously analyzed.
- 3.3 The Parties agree that the mitigation measures described in this Agreement shall constitute the full and complete exercise of the City's substantive SEPA authority. The City has carefully considered the environmental impacts associated with the Project and the mitigation measures contained in the Project Environmental Documents. Pursuant to the authority granted in RCW 43.21C.060 and the SeaTac Municipal Code, the Parties agree that the mitigation measures included as part of the Project are necessary to mitigate specific adverse environmental impacts and are deemed sufficient to mitigate such impacts, are reasonable, and are capable of being accomplished.
- 3.4 The City shall be responsible for performing any necessary environmental review related to the City's construction of capital improvements as described in Section 6.3 of this Agreement, in the event that such construction projects exceed the scope of environmental analysis contained in the Project Environmental Documents.

4.0 DEVELOPMENT STANDARDS

- 4.1 In a letter dated August 8, 2011, the City notified Sound Transit that the Project is an Essential Public Facility. Under the terms and conditions of this Agreement, and in an effort to streamline the process and avoid duplication, the City hereby waives the requirement that Sound Transit

obtain a Conditional Use Permit for the Project. This Agreement provides an equivalent level of public input through the participation of the Ad Hoc Committee and a public hearing before the City Council, and it facilitates the City's exercise of its authority to impose reasonable conditions on the Project to mitigate potential impacts, consistent with state law.

- 4.2 The proposed Project is a permitted use of affected property and will be generally consistent with current City development standards and regulations. Any departures from these development standards and regulations are offset by the Project's public benefits to the City and community, and by the requirements of this Agreement.
- 4.3 Sound Transit acknowledges that pursuant to Ordinance 11-1020, adopted on December 3, 2011, the rezone for the Port of Seattle properties generally bounded by S. 200th Street to the south, 26th/28th Ave. S. to the west and 28th Ave. S. to the east as Aviation Business Center (ABC), a zone appropriate for Sound Transit's proposed use, will not become effective until such time as ownership of the property is transferred from the Port of Seattle to Sound Transit. The South 200th Street Project is located within the following zoning districts as defined at SMC 15.11.140: CB (Community Business in Urban Center), AVO (Aviation Operations), ABC (Aviation Business), AVC (Aviation Commercial), UH-900 (Urban High Density Residential), and UL-7200 (Urban Low Density Residential). Any development approvals or permits issued for development within the Project shall be consistent with the provisions of this Agreement. Except as provided in this Agreement, the Project shall be governed by the City's development regulations or standards as such regulations or standards existed on August 16, 2011, or as regulations and standards may be determined inapplicable because of the non-preclusive requirements for essential public facilities provided in RCW 36.70A.200. As provided in RCW 36.70B.170(4), the City shall reserve its authority to adopt new or different regulations to the extent required by a serious threat to public health and safety, after notice and an opportunity to be heard has been provided to Sound Transit, and such regulations shall apply to the Project. The City regulations or standards contained in the SMC shall prevail unless superseded by the terms of this Agreement.
- 4.4 The vesting described in this Agreement shall apply throughout the "Construction Build out Period" for the Project, which the Parties have established as ten years following execution of this Agreement. During the Construction Build out Period, the City shall neither modify nor impose new or additional development regulations or standards for the Project beyond those set forth in this Agreement. To the extent this Agreement does not establish or define development regulations or standards covering a certain subject, element or condition, the Project shall be governed by the City development standards and regulations in effect on August 16, 2011.

4.5 The City has determined that the Project as represented in the 30% design is generally well-designed and that pursuant to SMC 15.36.020(C), strict interpretation of certain High Capacity Transit Standards and other Zoning Code regulations would be contrary to the overall purpose of the Comprehensive Plan. Therefore, the City is allowing certain departures from development regulations for interim components of the Project as allowed by SMC 15.22.055.C.9. Under SMC 15.22.055.C.11, the City is allowing other departures from development regulations because the Project will be providing a benefit to the City of an equal or greater value relative to the standard from which departure is being allowed. The City hereby allows departures from the following standards as follows:

- (a) SMC 15.36.240.B. The South 200th Street Station will straddle the street with pedestrian entrances on either side, therefore, the City has determined that construction of a pedestrian bridge over South 200th Street is not necessary.
- (b) SMC 15.36.210.B. Because the entire Project consists of an entirely elevated guideway, the City has determined that the overhead catenary system provisions of this subsection, which were intended for at-grade alignments, should not be applied to the Project.
- (c) SMC 15.36.220.A.2. Plantings installed under the elevated guideway have low survival rates due to lack of sunlight; therefore the City has determined that installing alternative treatments (e.g.- hardscape) underneath the guideway structure confers greater benefit than the landscaping required by this section.
- (d) SMC 15.36.120 B.2 and 3. Seating, in the form of benches, leaning rails, or low walls, will be provided by the Project, but in an amount appropriate to needs of transit patrons, as mutually agreed-upon by the Parties during development of the Project design, rather than determined by formula based on transit plaza area, PROVIDED THAT in no case shall a greater amount of seating be required than that required by the formula of this section.
- (e) SMC 15.36.410. For interim parking only, subject to subsection (h), below, departure is allowed from Threshold Standard for the Inclusion of Structured Parking. Sound Transit's parking demand studies for the Project predict an estimated demand for 1,050 parking spaces while the station is the light rail system's southern terminus. When the system is extended southwards and the Station becomes an in-line station, demand is estimated to drop to 700 parking spaces. To avoid building more parking

than is estimated to be needed after the system expansion, and thereby possibly reduce opportunities for transit-oriented development around the station, the City agrees that interim parking on nearby existing surface parking lots located within one-quarter mile of the Station is a desirable method to meet the higher intermediate demand for parking and to encourage transit-oriented development in the station area. Therefore, the City finds that interim parking need not be accommodated in structured facilities.

- (f) SMC 15.14.090. For interim parking only, subject to subsection (h), below, within the Project area as shown on Exhibit E, departure is allowed from Landscaping of Surface Parking Areas.
- (g) SMC 15.36.320.B. For interim parking only, subject to subsection (h) below, within the Project area as shown on Exhibit E, departure is allowed from Surface Parking Lot Landscaping and Treatment of Perimeter.
- (h) In the event that Sound Transit determines that the interim surface parking is necessary for more than ten (10) years after the start of Project revenue service, the standards referenced in Section 4.6 (d), (e) and (f) shall become applicable to the Project, unless otherwise agreed by the parties. In the event that Sound Transit proposes to develop interim surface parking on property not identified for such use in the Project Environmental Documents, such proposed development activity will be subject to review and approval by the City pursuant to the applicable City Codes.

4.6 Sound Transit will locate permanent and interim parking within the boundary shown in Exhibit E. If any parking is located outside of the properties identified in Exhibit E, additional environmental review of project impacts and mitigations may be required, and may necessitate updates to the Development Agreement. In addition, if parking is outside of the boundary shown in Exhibit E, the following will apply:

- (a) Parking will be located within ¼ mile of the station.
- (b) Sound Transit will minimize impacts to existing businesses, such as displacement, by leasing the minimum area needed to meet parking requirements and limiting such leases to no more than ten (10) years after the start of Project revenue service.
- (c) Parking will include temporary landscaping and lighting and appropriate stormwater facilities, as approved by the City.

4.7 Retail space requirements of the HCT code (SMC 15.36.440) shall be understood to be fulfilled by dedicated convertible retail/commercial structures, potentially fully forward of the face of parking structure and may be typical “core and shell” construction utilized for commercial / retail development where tenants have not been identified at the time of construction. Therefore the first floor height of the garage may be less than ten feet in clear height provided the other retail/commercial requirements are fulfilled. The first floor of the garage need not be sprinkle red if the retail/commercial component is fully sprinkle red and separated from the parking by one-hour construction. Alternatives to the requirements of SMC 15.36.440 that are mutually agreed upon by the parties and supportive of the City’s Comprehensive Plan’s designations for properties in the station area may be considered and implemented as designs to accommodate station parking are further developed.

4.8 Sound Transit shall construct restroom(s) pursuant to the City’s HCT Code. However, consistent with Sound Transit Board policy described in Motion M98-67, Sound Transit shall not be responsible for the maintenance and operation of the restroom(s). Restroom(s) constructed with the Project will serve retail spaces described in 4.8 and transit customers, and leases for the retail space, which will include triple-net charges (e.g. proportional share of costs for insurance, property taxes, and janitorial/maintenance services) and will require that restroom(s) remain open to the public during regular hours of business.

The Parties shall continue good faith negotiations to execute a mutually acceptable future agreement before January 1, 2016 to address leasing of the retail spaces and the operation, maintenance and repair of the restroom(s). Options which the Parties will consider may include, but not be limited to: the transfer of ownership of the commercial space to the City; a master lease of the commercial space; or a right of first option or refusal for the City in the event that Sound Transit determines it is in its best interest to offer the commercial space for sale at any time in the future.

4.9 Pursuant to SMC15.05.057, the City has determined that the Project is generally consistent with the Comprehensive Plan and development regulations. So long as the Project is developed consistent with appropriate City permit approvals and this Agreement, the public health, interest, and welfare are adequately protected within the bounds of the law.

4.10 In addition to this Agreement, additional permits and approvals will be required by the City, including but not limited to: building, right-of-way, clearing, grading, and drainage, hauling route, sign, demolition, fire alarm, sprinkler, plumbing, mechanical, and electrical permits. Subsequent to execution of this Agreement, the City agrees that it shall issue permits and

approvals necessary to complete the Project consistent with this Agreement and any other applicable laws and regulations within the City's jurisdiction. The City shall exercise due diligence to review and issue decisions on subsequent permits and approvals efficiently and in a timely manner as further described in this Agreement and subject to Sound Transit's staff funding reimbursement responsibilities described in Section 8.

- 4.11 The City has determined that satisfactory implementation of this Agreement will provide for infrastructure improvements that enhance vehicular, pedestrian and bicycle access to the South 200th Street Station and which adequately address the City's high-capacity transit standards in chapter 15.36 SMC.
- 4.12 Upon adoption of the ordinance or resolution that approves this Agreement, the City shall issue a Notice of Decision that conforms to the content and distribution requirements of SMC 16A.15.020 and SMC 16A.15.030, respectively.

5.0 ESSENTIAL PUBLIC FACILITY REQUIREMENTS

- 5.1 The Project is a critical component of the Link Light Rail regional transportation system and is an Essential Public Facility ("EPF") as provided in the Growth Management Act at RCW 36.70A.200. Because cities are not regional decision-making bodies under the Growth Management Act they may not make decisions regarding system location of regional EPFs. A city's role is limited to attempting to influence such decisions by providing information to the regional body, commenting on the alternatives under consideration, or expressing local preferences in its comprehensive plan. However, after the regional decision is made, the city then has a duty to accommodate the EPF, and in the exercise of its land use powers may impose reasonable permit and mitigation conditions.
- 5.2 Sound Transit, as the regional transit authority sponsoring the Project, has the primary authority to make siting and location decisions for the Project. Under RCW 36.70A, the City may not utilize development regulations to preclude Sound Transit's decisions on siting and location of the Project; however, the City may impose reasonable permit and mitigation conditions on the Project.
- 5.3 The Parties agree that the requirements of RCW 36.70A.200 regarding the siting of essential public facilities are applicable to the Project.

6.0 PROJECT MITIGATION

- 6.1 Through the environmental review and determination process and further negotiation between the City and Sound Transit, impacts of the Project have been determined and mitigation measures have been identified in this Agreement that will mitigate the Project impacts. Such mitigation measures will be funded by Sound Transit, in proportion to the Project's share of impacts upon existing and future conditions. Certain improvements will be designed and constructed by Sound Transit and other improvements will be designed and constructed by the City as described below.

While the mitigation measures described in this Agreement are deemed adequate by the Parties to mitigate Project impacts, alternative measures may be identified by the City that could provide an equal or higher level of mitigation than those identified as adequate. If the Parties agree that such alternative measures have the potential to improve overall performance of the transit system, station, or area roadway network and its constituent elements, the City, as the Party proposing the alternative improvement(s), shall conduct studies sufficient to demonstrate, to the Parties' mutual satisfaction, the alternative's equal or superior mitigation of Project impacts in the affected area(s). Recognizing that Sound Transit's historical light rail ridership data for any given station location show an approximate two-year period during which daily ridership slowly grows to reach a generally stable number, the Parties agree that substantial completion of the identified mitigation measures or any mutually beneficial alternative mitigating improvements may occur after opening the Project for revenue service, but in any case no later than June 15, 2017, unless otherwise agreed by the Parties.

If alternative mitigation measures are identified for implementation by the Parties, the Parties will work together to determine the full value of the portion of the mitigation measures that would no longer be required to mitigate Project impacts, and the agreed-upon full value may, subject to certain conditions, be transferred to funding the alternative mitigation measures(s).

- 6.2 South 200th Street Station Improvements by Sound Transit

As part of the construction of the Project, Sound Transit will fund, design, and construct the South 200th Street Station Area Transportation Improvements limited to those listed below and shown in Exhibit F, attached and incorporated herein, PROVIDED THAT the City may release Sound Transit from the obligation to fund, design, and construct certain of these improvements if Sound Transit funds alternative mitigation measures pursuant to this Agreement:

- (a) Frontage improvements on South 200th Street from International Blvd to 26th Avenue South, including paved vehicular lanes, bike lanes, curb, gutter, sidewalk, storm drainage, illumination, and landscaping. Additional rights-of-way necessary to construct these improvements will be acquired by Sound Transit and dedicated to the City.
- (b) A new, dedicated right-turn lane for eastbound traffic on South 200th Street turning to travel southbound on International Boulevard. Additional rights-of-way necessary to construct these improvements will be acquired by Sound Transit and dedicated to the City.
- (c) A new traffic signal on South 200th Street located between International Boulevard and 26th Avenue S. to facilitate access/egress for the proposed parking garage at the South 200th Street Station and improve station area traffic network performance.
- (d) Frontage improvements on 28th Avenue South between South 200th Street and the intersection of 28th and 26th Avenues South. Improvements will include paved vehicular lanes, curb, gutter and sidewalk, storm drainage, and illumination. Additional rights-of-way necessary to construct these improvements will be dedicated to the City.
- (e) Frontage improvements on 28th Avenue South between South 200th Street and the south end of the Station platform. Permanent improvements will be constructed to match the future permanent roadway section defined by City for 28th Avenue South between the south end of the Station platform and the intersection of 28th Avenue South and S. 204th Street. Improvements will include paved vehicular lanes, curb, gutter and sidewalk, storm drainage, and illumination. Additional rights-of-way necessary to construct these improvements will be dedicated to the City.
- (f) Rebuilding of 28th Avenue S. from south end of Station platform to S. 204th Street, including reconstruction of the S. 204th Street and 28th Avenue S. intersection, to “Urban Access” standards, as defined in King County Road Design & Construction Standards (2007), including access for pedestrians along the rebuilt roadway connecting the S. 204th Street pedestrian crossing of International Boulevard with sidewalk/plaza abutting the Station’s eastern-most edge. Because facilities in the area in which this improvement will be located are planned to be demolished when the Light Rail Transit System extension to the Kent/Des Moines area is constructed, the improvement will be

designed to a 10-year life-cycle and no permanent drainage improvements will be required to be part of its construction. The need for and definition of permanent improvements in this area will be addressed at such time that Sound Transit submits a new application for future extensions of the Light Rail Transit System

- (g) Pedestrian/Bicycle pathways will be constructed within existing right-of-way limits along S. 200th Street to connect the western extent of improvements between International Blvd and 26th Avenue S with the trailhead of the Des Moines Creek Trail. Pedestrian crossing signs and warning devices will be installed at the trailhead's driveway on S. 200th Street.
- (h) Improvement to I-5/Military/S. 200th intersection as negotiated between Sound Transit and WSDOT and approved by City.
- (i) Lengthening the existing left turn pocket for northbound traffic on International Boulevard turning to travel westbound on South 204th Street. The additional turn pocket length will be taken from the existing median such that no additional right of way will need to be acquired by Sound Transit.

6.3 South 200th Street Station Area Improvements by the City:

In connection with the construction of the Project, and no later than January 31, 2013, Sound Transit shall contribute to the City a total lump sum amount of \$854,300 to provide funding assistance for the City to design and construct the South 200th Street Station Area Improvements enumerated in Exhibit F that are intended to improve the non-motorized transportation network in the station area and mitigate impacts to station area traffic in accordance with the City's design standards for high-capacity transit facilities (SMC 15.36). This contribution by Sound Transit will satisfy Sound Transit's funding toward the following two categories of improvements:

- (a) 204th Street: sidewalk infill on south side of street to provide continuous pedestrian connection between western driveway of Brookstone Apartments and International Boulevard. (\$410,300)
- (b) Mitigations required in 2030: Sound Transit's traffic studies indicate that growth in area background traffic will trigger the need for additional mitigating improvements by 2030. The City will be responsible for implementing mitigation measures required after the Project opens for revenue service, and Sound Transit shall contribute funding toward the total cost of such mitigation measures in proportion to the effect of light rail transit patrons' driving to/from the Station upon area network

performance, as defined in Exhibit F. Sound Transit's payment of \$444,000 is the true and full present value of Sound Transit's contribution to the future cost of these capital improvements and shall fulfill all of its obligations to the City relating to the future traffic impacts of the Project described in this subsection.

6.4 Alternative Mitigation Measures

In the event that the City is able to identify alternative mitigation measures that perform as well as, or better than, those identified above, Sound Transit will contribute to the City the full value of a mutually agreed upon portion of the funds for implementing the identified mitigation measures listed above to the agreed-upon alternative mitigation measures, PROVIDED THAT the City shall be responsible for all design, environmental review, federal, state, and local permitting, and all other soft costs associated with the alternative mitigation measures and for any construction costs that exceed Sound Transit's contributions.

This alternative mitigation process depends upon timely implementation by the City for it to succeed. Time is of the essence with respect to the City's deadlines below. Any failure by the City to meet the schedule set forth below shall render the alternative mitigation process terminable by Sound Transit at its election. Any election by Sound Transit to excuse one or more schedule failures by the City shall in no way limit its ability to terminate the alternative mitigation process in the event of subsequent failures. A termination by Sound Transit of the alternative mitigation process shall not release Sound Transit from its obligations above. The identified alternative mitigation measures must comply with the following implementation schedule milestones, unless otherwise agreed in writing by the Parties:

- (a) Parties shall execute a term sheet by September 28, 2012 detailing cost estimates based on 30% design studies and the full value of mitigation measures identified above that may be supplanted by alternative mitigation measures, thereby identifying the amount of funding that may be available to contribute to an alternative mitigation measure;
- (b) City must be able to demonstrate secured funding for final design by June 15, 2013;
- (c) City must have completed any required environmental review and executed a contract for final design by October 15, 2013;
- (d) City must be able to demonstrate secured construction funding by August 15, 2014;

- (e) City must award a construction contract, or demonstrate award of a construction contract by a partner agency or municipality, by April 15, 2015 with contract duration no greater than 24 months.

If this alternative mitigation process is not terminated by Sound Transit, Sound Transit will contribute to the City the mutually agreed upon amount toward the alternative mitigation measure no earlier than 30 days, and no later than 180 days, following the City's award of the applicable construction contract. In exchange for any payment by Sound Transit pursuant to this Section, the City shall provide a written release, executed by the City Manager, from Sound Transit's related mitigation obligation above.

6.5 Additional Conditions of Approval:

- (a) The City agrees that the station area improvements provided and/or contributed to by Sound Transit as described in Sections 6.2, 6.3, and, potentially, 6.4, above, will adequately mitigate the impacts related to the Project. The City will issue the permits necessary to complete the improvements described in Sections 6.2, 6.3, and, potentially, 6.4 upon Sound Transit's payment of applicable permit fees and without imposing additional mitigation measures unless specifically required by the development regulations or standards referenced in Section 4.1.
- (b) The City has determined that Sound Transit's financial contributions, in conjunction with the other mitigation measures expressly set forth herein, satisfactorily mitigate the impacts of construction and operation of the Project. In accepting Sound Transit's contribution, the City agrees to implement the proposed improvements to the extent possible given the level of funding Sound Transit and other grant sources dedicate to the improvements. Sound Transit funding may be expended on any actions necessary to implement the proposed improvements, including those not expressly called out, such as right of way acquisition, drainage work, etc.
- (c) Sound Transit shall provide art enhancements within the Project that seek to maximize the overall visibility of art installations consistent with Sound Transit Art Program (STart). The parties acknowledge that any art enhancements to Light Rail Transit Facilities shall not involve modifications to structural elements. In the event that the City seeks to broaden the extent of the art enhancements, Sound Transit shall incorporate such changes provided that they: (a) meet Sound Transit's criteria for art installations; (b) gain applicable and necessary approvals from the Port of Seattle if located on Port of Seattle property; (c) are

adequately developed no later than January 31, 2013 for any elements necessary for incorporation into Project construction documents; and (d) do not increase Sound Transit's adopted total STart budget for the Project.

- (d) Storm water drainage from the Project shall be addressed as provided in the Storm Water Drainage Concurrence letter executed between the City and Sound Transit dated April 2, 2012, attached and incorporated herein as Exhibit G.
- (e) Sound Transit shall provide Fire/Life-Safety mitigation as provided in the concurrence letter, executed between Sound Transit and the City on May 21, 2012 attached and incorporated herein as Exhibit H.
- (f) Sound Transit shall provide security mitigation as provided in the Memorandum of Understanding executed December 19, 2011 between Sound Transit, the City and the Port of Seattle, attached and incorporated herein as Exhibit I.
- (g) Sound Transit shall, in coordination with the City and at Sound Transit's expense, conduct an on-street parking inventory and utilization study of the block faces identified in Exhibit J all located within one half-mile of the S. 200th Street Station, within one year before start and within one year after start of revenue service to the S. 200th Street station based on a mutually agreed upon study methodology. In the event that there is a documented significant increase in on-street parking, which is attributable to the Project, over the baseline established by the first study, Sound Transit and the City will work together in good faith to identify and implement appropriate mitigation. Sound Transit will work with the City and impacted property owners, by providing technical assistance, to address light rail-related nuisance parking issues on private property as they arise.
- (h) The Parties agree that the conditions of approval and mitigation measures identified in this Agreement are reasonable as part of the Project approvals and such mitigation shall be incorporated into the Project in full satisfaction of all development standards, except for those standards applicable to the building permits and other necessary administrative permits.
- (i) The Parties agree that the terms and conditions applicable to the real property which is the subject of that certain development agreement executed between Equitable Capital Group and the City on April 11, 2001, and all subsequent amendments thereto, shall

not be applicable to the portions of such real property acquired in any form by Sound Transit.

- (j) After substantial completion and before the start of revenue service, Sound Transit will conduct noise testing to confirm that the actual noise generated by operation of the Project does not exceed the applicable exterior (FTA Impact Criteria, 2006) or interior (HUD) criteria. Sound Transit will conduct testing at the La Quinta Inn, upper floor rooms, near the guideway. If the actual light rail related noise levels exceed the applicable criteria, further testing will be conducted as required to determine the need for additional mitigation measures. If necessary, such mitigation measures will be implemented as soon as practicable, working with affected property owners to schedule the work at mutually acceptable times.

7.0 MINOR REVISIONS TO PROJECT APPROVALS

The City Manager or designee is authorized to approve minor revisions to the Project that are necessary and generally consistent with this Agreement. Such minor revisions shall include (a) revisions within the scope and intent of the original Project approvals, (b) revisions within the scope of the Project Environmental Documents, (c) relocations and adjustments of the Light Rail Transit Facility within the Light Rail Transit Way, and (d) relocations and adjustments of the elements and features of the S. 200th Street Station.

8.0 FINANCIAL REIMBURSEMENTS BY SOUND TRANSIT

In addition to Sound Transit's mitigation commitments outlined in Section 6.0, Sound Transit shall reimburse the City for certain Project review costs as more specifically described in this Section and subject to the requirements and procedures described below:

8.1 Reimbursement Procedures.

Unless expressly stated otherwise, the procedures and requirements of this subsection shall apply to all subjects of reimbursement under subsection 8.2.

- (a) The City shall invoice Sound Transit on a quarterly basis based on actual expenditures of staff time in excess of that typically covered by building permit and other administrative permit fees. The City shall provide Sound Transit with sufficient documentation to show that the direct costs invoiced to Sound Transit under this Agreement are for goods and services that would not have been covered by the amount of permit fees paid by Sound Transit or its contractors. Invoices shall bear a purchase order number and be addressed to Sound Transit, Accounts Payable, 401 S. Jackson Street, Seattle, WA 98104. Within thirty (30) calendar days after

Sound Transit's receipt of any complete and accurate City invoice, Sound Transit shall remit the reimbursement for the amount of valid expenditures.

- (b) The City is committed to work efficiently and will closely monitor the time required to complete work products consistent with the scope of work for the Project. As part of the quarterly invoicing, the City shall prepare and submit detailed monthly progress reports to Sound Transit. These monthly reports shall document tasks completed, changes in the scope of work assumed and upcoming challenges and projections of the next month's activities. These monthly reports shall be submitted within sixty (60) calendar days after the end of the month for which progress is being reported. The City and Sound Transit will provide active, ongoing oversight to ensure that Sound Transit funds are expended efficiently, in a manner that adds value to the Project.
- (c) The City's Designated Representative, or other designated City official, shall coordinate requests for reimbursements by all City departments and offices.

8.2 Qualifying Subjects of Reimbursement.

Sound Transit shall reimburse the City for the following three types of Project review costs

- (a) Peer Review. The cost of conducting peer review of the Project's noise & vibration report technical memorandum (dated June 30, 2011) and the parking demand study interim technical memorandum (dated January 14, 2011) for a total amount not to exceed Twenty-Six Thousand Dollars (\$26,000).
- (b) Structural Review. The cost of conducting structural review and approval of the Project's structural design but only to the extent that such review is not funded by permit fees paid to the City by Sound Transit and PROVIDED THAT, in no case shall Sound Transit pay the City more than One Hundred Fifty Thousand Dollars (\$150,000) over and above Project building permit fees for this type of review.
- (c) Staff Time Dedicated to the Project. In order to facilitate expedited review and approval of the Project, to obtain a higher level of service than the City would otherwise be able to provide with its existing staff, and to mitigate the direct financial impact of the Project upon the City, Sound Transit shall reimburse the City for the direct costs incurred by the City in excess of the City's typically anticipated costs associated with reviewing plans and

performing construction inspections as provided in adopted application and permit fees. Upon selection of the Project contractor by Sound Transit, the parties shall work cooperatively in good faith to determine if any modifications to this subsection 8.2(c) are necessary regarding expenditures of future City staff time. Sound Transit agrees to reimburse the City for the three different categories of staff time as described in subsection (i) through (iii) below, subject to the limitations in subsection (iv), below.

- (i) Sound Transit shall reimburse the City for the cost of City staff time dedicated to the Project during the period from November 2010 until the date the Development Agreement is executed by the parties, PROVIDED THAT, Sound Transit's total financial reimbursement to the City under this subsection (c) (i) shall not exceed One Hundred Fifty-Two Thousand Dollars (\$152,000), unless otherwise mutually agreed in advance by the Parties.
- (ii) Sound Transit shall reimburse the City for that proportion of the salaries of City staff commensurate with the proportion of each staff member's time dedicated to the Project, as measured in FTEs (Full Time Equivalents) during the period from the date after the Development Agreement is executed by the parties until one hundred twenty (120) days after the design/build contract for the Project is awarded by the Sound Transit board, PROVIDED THAT, the City shall dedicate no fewer than 2.5 FTEs to the Project during this period and FURTHER PROVIDED THAT, Sound Transit's reimbursement under this section (c)(ii) shall not exceed the cost of 3.8 FTEs regardless of the actual number of City staff dedicated to the Project.
- (iii) Sound Transit shall reimburse the City for that proportion of the salaries of City staff commensurate with the proportion of each staff member's time dedicated to the Project, as measured in FTEs (Full Time Equivalents) during the period from one hundred twenty-one (121) days after the design/build contract for the Project is awarded by the Sound Transit board and the date that Project revenue service begins, PROVIDED THAT, the City shall dedicate no fewer than 3.0 FTEs to the Project during this period and FURTHER PROVIDED THAT, Sound Transit's obligation under this section (c)(iii) shall equate to no less than eighteen (18) months of salary for the applicable dedicated staff, even if Project revenue service begins sooner, and FURTHER PROVIDED THAT, the City shall hire, and Sound Transit shall reimburse the City for additional staff dedicated to the Project if Sound Transit determines that 3.0

FTEs is not adequate and Sound Transit requests in writing that the City hire additional dedicated staff.

- (iv) Sound Transit's reimbursement to the City will be made for actual hours expended by city staff on the Project PROVIDED THAT, those hours of City staff assigned at less than 1.0 FTE each must exceed those covered by the permit fees paid by Sound Transit to the City, and FURTHER PROVIDED THAT, nothing in this subsection shall be construed to allow an increase in the not-to-exceed amounts set forth in subsection (i) through (iii) above.

9.0 LIGHT RAIL TRANSIT WAY

- 9.1 The City hereby grants to Sound Transit, its successors and assigns, a non-exclusive use of portions of the Public Right-of-Way, the general location of which is described and depicted on Exhibit K attached and incorporated herein, to be known as a Light Rail Transit Way, to construct, operate, maintain, and own a Light Rail Transit System in, upon, above, beneath and along the Light Rail Transit Way in accordance with the terms and conditions of this Agreement. The Light Rail Transit Way shall be limited to the areas described generally in the plans and profile drawings and more fully described in the as built Final Right-of-Way Plans. The City's Community and Economic Development Director and Sound Transit's Director of Light Rail may, from time to time, jointly revise and modify Exhibit K to conform to the record drawings and the Final Right-of-Way Plans as long as the revisions are, in their professional engineering judgment, within the scope and intent of Exhibit K. This grant shall take effect upon the filing of approved as built Final construction plans and Final Right-of-Way Plans. Sound Transit expressly agrees that it will operate and maintain the Light Rail Transit System in compliance with this Agreement and all applicable City ordinances and state and federal laws.
- 9.2 The non-exclusive use of a Light Rail Transit Way is granted solely for the purpose of, construction, maintenance, operation, and ownership of the Light Rail Transit System detailed in the Approved Building Permit Plans and included in the other related permits, and this Agreement, and for no other purpose. Sound Transit intends, and shall have the right, to use the Light Rail Transit Way solely for Light Rail Transit System uses. Subsequent to construction of the Light Rail Transit Facilities authorized in accordance with the Approved Building Permit Plans and the Final Right-Of-Way Plans, Sound Transit shall not construct any additions or expansions to the Light Rail Transit System on or along the Light Rail Transit Way without the City's written consent. Notwithstanding the foregoing, nothing contained herein shall prevent Sound Transit from replacing Light Rail Transit Facilities or equipment existing after

construction after first obtaining any necessary permits or other authorization from the City.

- 9.3 Sound Transit understands and agrees that during the normal course of Light Rail Transit Way use, the City may engage in construction, maintenance, demolition, leasing, licensing, permitting, and similar activities that have the potential to cause interruption to the Light Rail Transit System. Sound Transit understands and agrees that such activities may be caused, from time to time, by reasons including but not limited to: (1) traffic conditions; (2) public safety; (3) Public Right-of-Way construction; (4) Public Right-of-Way repair (including resurfacing or widening); (5) change of Public Right-of-Way grade; (6) response to emergencies and natural disasters; and (7) construction, installation or repair of sewers, drains, water pipes, power lines, signal lines, traffic control devices, tracks, communications systems, public works, public facilities or improvements, or any utilities. The City agrees to exercise its best effort to provide written notice to Sound Transit of such activities within the Light Rail Transit Way, to the extent they are permitted or controlled by the City, at least twelve hours prior to commencement of the work, unless an Emergency exists as defined herein. The City shall further exercise its best efforts to ensure that any such activities done by or for the City shall be undertaken in a manner that minimizes, to the extent possible, disruption to the construction and operation of the Light Rail Transit System.
- 9.4 Sound Transit understands that the rights granted herein are non-exclusive. The City shall have the right to agree to other non-exclusive uses or occupancies of the Light Rail Transit Way. The City agrees that such uses or occupancies shall not unreasonably impair the ability of Sound Transit to construct and operate the Light Rail Transit System.
- 9.5 This Agreement does not authorize the provision of any services by Sound Transit other than services strictly related to the operation of the Light Rail Transit System. Sound Transit's use of the Light Rail Transit Way for anything other than a Light Rail Transit System shall require written permission from the City.
- 9.6 Unless otherwise provided in this Agreement or in other City project approvals or agreements, Sound Transit shall own all tracks and other Light Rail Transit Facilities on the Light Rail Transit Way. Nothing in this Agreement, however, shall be construed as granting to Sound Transit any interest or right in the Light Rail Transit Way or the improvements on the Light Rail Transit Way other than the rights expressly provided herein.
- 9.7 No rights shall pass to Sound Transit by implication. Without limiting the foregoing, by way of example and not limitation, this Agreement shall not include or be a substitute for:

- (a) Any other permit or authorization required for the privilege of transacting and carrying on a business within the City that may be required by the ordinances and laws of the City; or
- (b) Any permit, agreement or authorization required in connection with operations on or in public streets or property, including by way of example and not limitation, street cut permits; or
- (c) Any permits or agreements for occupying any other property of the City to which access is not specifically granted by this Agreement.

9.8 This Agreement shall not be read to diminish or in any way affect the authority of the City to control and charge for use of the City's storm water utility. In the event that Sound Transit decides to use the City's storm water utility facilities, Sound Transit must obtain the necessary permits and approvals as required by the City pursuant to SMC 12.10. In the event that Sound Transit acquires real property that the Parties agree should be transferred to the City for Public Right of Way, such real property shall be transferred to the City without further compensation from the City.

9.9 After the City's standard maintenance bond period has expired, the City shall maintain all landscaping and storm water improvements (including but not limited to low-impact drainage) associated with the Project and located in the City's rights-of-way that do not front Sound Transit-owned parcels.

10.0 PLAN REVIEW, PERMITTING, AND CONSTRUCTION

10.1 Sound Transit shall obtain approval from the City for construction of the Project through submittal of the appropriate applications and Design Submittals as described in this Agreement. The City acknowledges that Sound Transit will be procuring this Project using design/build or other alternative procurement methods and further acknowledges that the Design/Build Contractor may, at Sound Transit's discretion, make any of the required submittals on Sound Transit's behalf. In that regard, references to "Sound Transit" herein shall be interpreted to mean "Sound Transit or its Design/Build Contractor, at Sound Transit's discretion" unless the context clearly requires otherwise.

10.2 Upon receipt of each Design Submittal from Sound Transit, the City shall perform a review of the Design Submittal and return its unified and coordinated comments and corrections on the designs, plans, and specifications from all relevant City departments and utilities to Sound Transit, as closely as practical, within the number of days specified below for each Design Submittal:

- (a) 50% Design Submittal - twenty (20) calendar days

- (b) 100% Design Submittal - twenty (20) calendar days
- (c) Issued for Construction Design Submittal - ten (10) calendar days

In addition to the above-described review of each Design Submittal, the Parties contemplate that the designers and the reviewers will meet regularly to review the design progress for parts of the Project “shoulder-to-shoulder” (see Project Administration section, below). This ongoing, collaborative “shoulder-to-shoulder” review is intended to keep the City’s reviewers apprised of the latest developments in the design, seek informal feedback from the City on aspects of the design as design is progressing, and to determine whether previously identified corrections are being adequately addressed prior to the next milestone Design Submittal. The intent is to limit formal review periods to the durations listed above. To the extent that disputes arise about how a design correction should be resolved or whether a design correction is appropriate, the Parties shall use the dispute resolution process outlined in Section 19.

10.3 While most post-30% design work will be performed by the Design/Build Contractor, not by Sound Transit, Sound Transit retains responsibility for ensuring that the City receives prompt responses to City requests for additional documentation, plans, specifications, drawings, and explanations.

10.4 Project Administration.

- (a) The City shall assign a City staff contact for the Project ("City Coordinator"). The City Coordinator shall provide central coordination of all Design Submittal reviews and comments from all involved City departments and utilities. The City Coordinator shall resolve any inconsistencies among review comments from the City departments and City utilities and shall provide Sound Transit with consistent and consolidated review, comments, and decisions. In addition to these tasks, the City Coordinator shall participate in regularly scheduled coordinated project-level meetings. The City Coordinator shall also be responsible for identifying and disclosing to Sound Transit as soon as practicable any other projects or proposals (e.g. utility projects, transportation projects, private development projects) that have the potential to conflict or interfere with the expeditious design and construction of the subject Project. The City Coordinator is identified in Section 25.
- (b) Sound Transit will assign a Sound Transit staff contact for the Project (“DBC Coordinator”). The DBC Coordinator shall provide central coordination for Project Design Submittals and Project coordination. In addition to these tasks, the DBC Coordinator shall

participate in regularly scheduled coordinated project-level meetings. The ST Coordinator is identified in Section 25.

- 10.5 When approving such applications for permits, the City may impose such reasonable conditions as may be required to implement this Agreement or other Project approvals. It is anticipated by the parties that Sound Transit shall submit a construction mitigation plan to the City's Community and Economic Development Director for its review and approval, and such approval shall not be unreasonably withheld.
- 10.6 Sound Transit, its employees and agents, are authorized to enter upon the proposed Light Rail Transit Way to construct, operate and maintain the Light Rail Transit Facilities, as defined and limited in this Agreement.
- 10.7 As promptly as possible, but in no event later than one hundred eighty (180) days after the Light Rail Transit System begins operations to the South 200th Street Station, Sound Transit shall furnish to the City the record drawings and Final Right of Way plans in PDF file format. Subsequently, Sound Transit shall furnish to the City electronic AutoCAD format record drawings and Final Right of Way Plans in Sound Transit's system coordinate system and project datum. Upon mutual agreement as to the types and number of drawings required, Sound Transit shall furnish to the City drawings sufficient to describe the project spatially in the City's standard coordinate system for spatial data, referencing the City's standard datum.
- 10.8 During construction of the Light Rail Transit System, Sound Transit may utilize portions of the public right-of-way for the temporary storage of construction equipment and materials subject to conditions of right-of-way permits issued pursuant to SMC 11.10. The City agrees that it is in the best interest of public safety to establish a temporary full closure of the northbound lanes of 28th Avenue South between South 188th Street and the point where 28th Avenue South begins its transition to 26th Avenue South near South 200th Street, and provide temporary two-way traffic circulation on the southbound lanes of 28th Avenue South, for the duration of the Project's major construction activities, subject to City approval of traffic plans that maintain access for local residents and businesses and provide adequate means of access for emergency responders. The City shall not withhold permission for the temporary full closure described above without reasonable cause. The City also recognizes that the physical requirements of construction of the Project in the Station area will likely require the full closure of 28th Avenue South between its intersection with 26th Avenue South and the northern extent of the Alaska Airline property located on the northwest corner of the 28th Avenue South and South 204th Street intersection. Sound Transit acknowledges that general and emergency responder access to businesses along the west side of International Boulevard in this area must be maintained during

construction. The Parties shall work together through the right-of-way permitting process to minimize the impacts of construction in this area, including but not limited to, the potential for use of full closure of 28th Avenue South in this area.

- 10.9 The City recognizes that the Light Rail Transit System is a public transportation improvement and as such will cooperate with Sound Transit by directing conflicting non-City, private utilities to relocate when necessary at their expense, as provided by law. Sound Transit agrees that it will coordinate with all utilities to minimize utility relocation costs and related construction, and will negotiate with non-City owned utilities on relocation costs and cost allocation. Sound Transit shall fully indemnify the City for any claim and undertake the defense of any litigation directed at the City arising from such relocation to accommodate the construction of the Light Rail Transit System. The City shall cooperate with Sound Transit in the defense of any such claim. Notwithstanding the foregoing, the Parties agree that Sound Transit shall pay for any relocation or protection of City-owned utilities that the City determines is necessary due to construction or operation of the Light Rail Transit System and as required by the SMC.
- 10.10 Sound Transit, at Sound Transit's sole cost and expense, shall furnish all materials, parts, components, equipment and structures necessary to construct and operate the Light Rail Transit System, or any part thereof, in accordance with this Agreement. Any and all work performed by Sound Transit shall be done in a good and workmanlike manner, in conformity with all applicable engineering, safety, and other statutes, laws, ordinances, regulations, rules, codes, orders, or specifications of any public body or authority having jurisdiction.
- 10.11 All facilities and installations must meet or exceed applicable specifications of the City and be in compliance with all existing federal, state and local laws, ordinances and regulations.
- 10.12 During any work of any character by Sound Transit at locations of the Light Rail Transit Facilities, and in accordance with the Final Issued for Construction Plans, Sound Transit shall support the tracks and roadbed of the Light Rail Transit System in such a manner as is necessary for the safe operation of the Light Rail Transit System and ordinary use of the Public Right-of-Way.
- 10.13 If, during construction, the Light Rail Transit System creates, or contributes to, an imminent danger to health, safety, or property that Sound Transit is unable to immediately address, the City may protect, support, temporarily disconnect, remove, or relocate any or all parts of the Light Rail Transit System without prior notice, and Sound Transit shall pay for costs incurred by the City. The City shall provide notice of such

danger to Sound Transit as soon as possible, given the nature and circumstances of any such danger.

- 10.14 Sound Transit shall develop and implement a community outreach program that includes a business mitigation plan intended to provide technical business assistance and promotional activities to businesses directly impacted by Project construction. The program will include, but not be limited to, assigned staff to implement the activities of the outreach and business mitigation plan, public meetings, written materials, one-on-one visits, 24/7 construction hotline, and “businesses are open signs.”
- 10.15 Sound Transit shall promptly repair any and all Public Right-of-Way and public property that is disturbed or damaged during the construction of its Light Rail Transit System to the same condition as existing prior to construction. In the event Sound Transit does not comply with the foregoing requirement, the City may, upon seven calendar days’ advance notice to Sound Transit, take actions to restore the Public Right-of-Way or public property at Sound Transit’s sole cost and expense.
- 10.16 Sound Transit shall restore the existing roadway pavement and other surface infrastructure within the public right of way on 28th Avenue South between the southern boundary of Port of Seattle property located north of S. 188th Street and the intersection of 28th Avenue South and S. 188th Street that is impacted by construction activities, to a condition equal or better than existed prior to construction. The City shall not require Sound Transit to underground the existing overhead electric distribution and communication utilities in this area because the Port of Seattle’s plans for its future South Access project are not developed sufficiently to ensure that the undergrounded lines could be located to avoid conflicts with that future project.
- 10.17 Sound Transit shall restore the existing roadway pavement and other surface infrastructure within the public right of way on 28th Avenue South between the intersection of 28th Avenue South and S. 188th Street and the intersection of 28th Avenue South and 26th Avenue South that is impacted by construction activities, to a condition equal or better than existed prior to construction. Within this area, the existing configuration of sidewalks, driveways, street lighting, traffic signals, landscaping, retaining walls, signage, and other public infrastructure may be modified as needed to accommodate the placement of the light rail aerial guideway foundations, piers, beams, and appurtenances. Sound Transit shall underground new and existing electric and communication utilities impacted by the Project in this area as provided by the SeaTac Municipal Code.
 - (a) Within this area, Sound Transit shall replace all existing concrete roadway pavement that is subjected to loading from heavy equipment in the construction work area in the northbound lanes

of 28th Avenue South, unless agreed to otherwise by the City. Prior to the start of construction, the City shall consider in good faith any value engineering proposals from Sound Transit's design-build contractor that would not require heavy loading and replacement of the existing concrete pavement, wherein the City will share in the actual cost savings and schedule benefits and may reject any proposal that the City determines will not provide a roadway pavement, after the completion of construction, that is equal to or better than the current roadway pavement.

- 10.18 Sound Transit's design and construction of the Project is subject to a financial assistance contract between Sound Transit and the Federal Transit Administration ("FTA"). The FTA requires the incorporation of applicable federal provisions into agreements executed by Sound Transit on projects which use federal funds. Concurrent with negotiation of the term sheet referenced in Section 6.4(a), the parties shall work together and determine which federal provisions should be incorporated in subsequent agreements or amendments to this Agreement. In the event that compliance with applicable federal provisions would result in increased cost for mitigation measures or reimbursements described in Sections 6 or 8 of this Agreement, Sound Transit agrees to make reasonable adjustments to funding levels to cover the actual costs of the commitments made in this Agreement, unless mutually agreed otherwise by the parties. In addition, both parties recognize that the FTA may request further changes to this Agreement to comply with its funding requirements. The Parties agree to consider any such request in good faith.

11.0 PERMITS

- 11.1 Sound Transit, at its sole cost and expense, shall (i) secure and maintain in effect, all federal, state and local permits and licenses required for the construction, operation and maintenance of the Light Rail Transit System, including, but not limited to, crossing, zoning, building, health, environmental, and communication permits and licenses, and (ii) indemnify the City against payment of the costs thereof and against any fines or penalties that may be levied for failure to procure, or to comply with, such permits or licenses, as well as any remedial costs incurred by the City in curing any such failures.
- 11.2 The City shall not hinder Sound Transit's attempts 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).

12.0 ENTRY NOTICE

- 12.1 Sound Transit, its employees and agents shall have access to the Public Right-of-Way in connection with Sound Transit's construction, operation, and maintenance of the Light Rail Transit System as is reasonably necessary in accordance with this Agreement; provided, however, except to the extent expressly provided in this Agreement, this right of access shall not be deemed to require the City to take any actions or expend any funds to enable such persons to exercise such rights of access, and provided further that such access may not unreasonably interfere with or disrupt, other than in ways approved in writing in advance by the City, the use of the Light Rail Transit Way by the City or Third Parties in and along the Light Rail Transit Way.
- 12.2 During construction, the parties shall provide each other at least 48 hours advance written notice, as provided in a construction schedule to be reviewed and approved by the parties, before initial entry upon any portion of the Public Right-of-Way for construction purposes.
- 12.3 After the completion of construction of the Project, no further construction, maintenance, or repairs shall be undertaken in the Public Right-of-Way without first obtaining all necessary permits as required by the SMC, except in cases of Emergency. In any such Emergency, Sound Transit shall apply for the necessary permit within 24 hours of actual notice of such Emergency.
- 12.4 In order to maintain safe and efficient operations of the Light Rail Transit Facilities, in consultation with the City, Sound Transit and the City shall jointly develop training protocols and standard operating procedures for the City's entry and access to Light Rail Transit Facilities.

13.0 OPERATION, MAINTENANCE, AND REPAIR IN STREETS AND RIGHTS OF WAY

- 13.1 Sound Transit shall operate, maintain, and repair its Light Rail Transit System in compliance with all federal, state, and local laws, ordinances, departmental rules and regulations and practices affecting such system, which includes, by way of example and not limitation, the obligation to operate, maintain, and repair in accordance with the applicable provisions of City Code. In addition, the operation, maintenance, and repair shall be performed in a manner consistent with industry standards. Sound Transit shall exercise reasonable care in the performance of all its activities and shall use industry accepted methods and devices for preventing failures and accidents that are likely to cause damage, injury, or nuisance to the public or to property.
- 13.2 The City shall have no responsibility for inspecting, maintaining, servicing or repairing any trains or other equipment used by Sound Transit as part of the Light Rail Transit System, but all such equipment shall at all times comply with applicable federal, state, and local governmental requirements.
- 13.3 Sound Transit shall promptly repair any and all Public Right-of-Way, public property, or private property that is disturbed or damaged during the operation, maintenance, or repair of its Light Rail Transit System. Public property and Public Right-of-Way must be restored to the same condition as before the disturbance or damage occurred.
- 13.4 In the event of an Emergency, or where the Light Rail Transit System creates, or is contributing to, an imminent danger to health, safety, or property that Sound Transit is unable to immediately address, the City may protect, support, temporarily disconnect, remove, or relocate any or all parts of the Light Rail Transit System without prior notice, and Sound Transit shall pay to the City the cost of any such action undertaken by the City. The City shall provide notice of such danger as soon as possible thereafter, taking into consideration the nature and complexity of the Emergency or other imminent danger.
- 13.5 Upon final acceptance, the City shall assume all maintenance responsibilities for all betterments and improvements to rights-of-way dedicated to the City except as provided by the SeaTac Municipal Code.

14.0 FACILITY LOCATION SIGNS

Sound Transit, at its sole cost, expense and risk, shall furnish, erect and thereafter maintain signs showing the location of all Sound Transit facilities. Signs shall be in conformance with applicable requirements of SMC 15.36.600.

15.0 LIABILITY, INDEMNIFICATION

- 15.1 Sound Transit hereby agrees to indemnify, defend, and hold the City harmless from any and all claims, demands, suits, actions, damages, recoveries, judgments, costs, or expenses (including, without limitation, reasonable attorneys' fees) paid by the City and arising or growing out of or in connection with or resulting from, either directly or indirectly, the construction, maintenance, operation, repair, removal, occupancy, and use of the Light Rail Transit System in the Light Rail Transit Way by Sound Transit, unless such claims arise from the sole or partial negligence, actions or inaction of the City, its employees, servants, agents, contractors, subcontractors or persons using the Light Rail Transit System with permission of the City.
- 15.2 The City shall give Sound Transit prompt notice of any claims directly affecting Sound Transit about which it is aware. Sound Transit shall promptly assume responsibility for the claim or undertake the defense of any litigation on behalf of the City. The City shall cooperate fully with Sound Transit in the defense of any claim. The City shall not settle any claim directly affecting Sound Transit without the prior written consent of Sound Transit, which consent shall not be unreasonably withheld.
- 15.3 Sound Transit expressly assumes potential liability for actions brought by Sound Transit's employees and agents against the City and, solely for the purpose of this indemnification, expressly waives any immunity under the Industrial Insurance Law, Title 51 RCW. Sound Transit acknowledges that this waiver was entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation.

16.0 INSURANCE

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

the Light Rail Transit System in the Light Rail Transit Way. When commercial insurance is used, coverage shall include: (i) comprehensive general liability insurance; (ii) property damage liability insurance (including coverage for explosion, collapse, and instability); (iii) workers' compensation insurance (to the extent required by law); (iv) employer's liability insurance; and (v) comprehensive auto liability coverage (including owned, hired, and non-owned vehicles).

- 16.2 When commercial insurance is used, Sound Transit shall carry such commercial insurance with responsible insurers, or self-insure or participate in an insurance pool or pools, at levels of coverage or with reserves adequate, in the reasonable judgment of Sound Transit, to protect Sound Transit and the City against loss, and as are ordinarily carried by municipal or privately owned entities engaged in the operation of systems comparable to the Light Rail Transit System.
- 16.3 Sound Transit shall file with the City's Risk Manager a formal letter of self-insured status, or when commercial insurance is used, Certificates of Insurance reflecting evidence of the required insurance and naming the City as an additional insured where appropriate. The coverage maintained by Sound Transit under this Agreement shall not be canceled until at least 30 days' prior written notice has been given to the City.
- 16.4 If Sound Transit fails to maintain the appropriate program of commercial insurance, self-insurance or any combination thereof in amounts and types sufficient to satisfy its liabilities, the City may order Sound Transit to stop operating the Light Rail Transit System in the Light Rail Transit Way until the appropriate insurance coverage program is obtained.

17.0 LIENS

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

- 17.2 Nothing herein shall preclude Sound Transit's or the City's contest of a claim for lien or other encumbrance chargeable to or through Sound Transit or the City, or of a contract or action upon which the same arose.
- 17.3 Nothing in this Agreement shall be deemed to give, and the City hereby expressly waives, any claim of ownership in and to any part or the whole of the Light Rail Transit Facilities except as may be otherwise provided herein.

18.0 DISPUTE RESOLUTION

- 18.1 Any disputes or questions of interpretation of this Agreement that may arise between Sound Transit and the City shall be governed under the Dispute Resolution provisions in this Section. The Parties agree that cooperation and communication are essential to resolving issues efficiently. The Parties agree to exercise their best efforts to resolve any disputes that may arise through this dispute resolution process, rather than in the media or through other external means.
- 18.2 The Parties agree to use their best efforts to prevent and resolve potential sources of conflict at the lowest level.
- 18.3 The Parties agree to use their best efforts to resolve disputes arising out of or related to this Agreement using good faith negotiations by engaging in the following dispute escalation process should any such disputes arise:
- (a) Level One - Sound Transit's Project Manager or equivalent and the City's Engineering Review Manager shall meet to discuss and attempt to resolve the dispute in a timely manner. If they cannot resolve the dispute within fourteen (14) calendar days after referral of that dispute to Level One, either party may refer the dispute to Level Two.
 - (b) Level Two - Sound Transit's Executive Director of Design, Engineering, and Construction Management and the City's Community and Economic Development Director shall meet to discuss and attempt to resolve the dispute, in a timely manner. If they cannot resolve the dispute within fourteen (14) calendar days after referral of that dispute to Level Two, either party may refer the dispute to Level Three.
 - (c) Level Three - Sound Transit's Chief Executive Officer or Designee and the City Manager or Designee shall meet to discuss and attempt to resolve the dispute in a timely manner. 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 Level Four.

- (d) Level Four – Sound Transit’s Chief Executive Officer and two members of the Sound Transit Board and the City Manager and two members of the SeaTac City Council shall meet to discuss and attempt to resolve the dispute in a timely manner.

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

19.0 DEFAULT

No party shall be in default under this Agreement unless it has failed to perform under this Agreement for a period of thirty (30) calendar days after written notice of default from any other party. Each notice of default shall specify the nature of the alleged default and the manner in which the default may be cured satisfactorily. If the nature of the alleged default is such that it cannot be reasonably cured within the thirty (30) day period, then commencement of the cure within such time period and the diligent prosecution to completion of the cure shall be deemed a cure. Any party not in default under this Agreement shall have all rights and remedies provided by law including without limitation damages, specific performance or writs to compel performance or require action consistent with this Agreement. The prevailing party (or the substantially prevailing party if no one party prevails entirely) shall be entitled to reasonable attorneys’ fees and costs.

20.0 REMEDIES; ENFORCEMENT

20.1 The Parties reserve the right to exercise any and all of 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.

20.2 In determining which remedy or remedies for violation are appropriate, a court may take into consideration the nature and extent of the violation, the remedy needed to prevent such violations in the future, whether the breaching party has a history of previous violations of the same or similar kind, and such other considerations as are appropriate under the

circumstances. Remedies are cumulative; the exercise of one shall not foreclose the exercise of others.

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

21.0 TERM; TERMINATION

- 21.1 This Agreement shall be effective as of the date the last party signs. Unless sooner terminated pursuant to the terms hereof, this Agreement shall remain in effect for so long as the Light Rail Transit Way is used for public transportation purposes.
- 21.2 Upon termination of this Agreement, Sound Transit agrees to prepare, execute and deliver to the City all documentation necessary to evidence termination of this Agreement or portion thereof so terminated. No such termination, however, shall relieve the Parties hereto of obligations accrued and unsatisfied at such termination.
- 21.3 Upon the cessation of use of the Light Rail Transit Way for the Light Rail Transit System, to the extent any portion of it remaining in the Public Right-of-Way or on any other public property is not removed by Sound Transit, the City, as expressed by ordinance, may deem it abandoned and it shall become the property of the City. If the City does not desire such ownership, Sound Transit shall remove any remaining portion of the Light Rail System.
- 21.4 Sound Transit shall file a written removal plan with the City not later than sixty (60) calendar days following the date of the receipt of any orders directing removal, or any consent to removal, describing the work that will be performed, the manner in which it will be performed, and a schedule for removal by location. The removal plan shall be subject to approval and regulation by the City. The affected property shall be restored to as good or better condition than existed immediately prior to removal.

22.0 COVENANTS AND WARRANTIES

- 22.1 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.

22.2 By execution of this Agreement, Sound Transit warrants:

- (a) That Sound Transit has full right and authority to enter into and perform this Agreement in accordance with the terms hereof, and by entering into or performing under this Agreement, Sound Transit is not in violation of any of its agency governance rules, or any law, regulation or agreement by which it is bound or to which it is subject; and
- (b) That the execution, delivery and performance of this Agreement by Sound Transit has been duly authorized by all requisite Board action, that the signatories for Sound Transit hereto are authorized to sign this Agreement, and that the joinder or consent of any other party, including a court or trustee or referee, is not necessary to make valid and effective the execution, delivery and performance of this Agreement.

23.0 RECORDINGS, TAXES AND OTHER CHARGES

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

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

24.0 ASSIGNABILITY; BENEFICIARY

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

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

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

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

25.0 DESIGNATED REPRESENTATIVES

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

25.3 Designated Representatives and Contact Information.

Sound Transit

During Construction: Rod Kempkes, Project Manager
 Sound Transit Link Light Rail
 401 South Jackson
 Seattle, Washington 98104-2826
 206-398-5374

During Operations: Bonnie Todd, Operations Division
 Executive Director
 Sound Transit Link Light Rail
 401 South Jackson
 Seattle, Washington 98104-2826
 206-398-5367

City of SeaTac

During Construction: Ali Shasti, Manager, Engineering Review
 4800 S. 188th Street
 SeaTac, WA 98188
 206-973.4741

During Operations: Gwen Voelpel, Assistant City Manager
 4800 S. 188th Street
 SeaTac, WA 98188
 206-973.4816

26.0 NOTICE

- 26.1 Unless otherwise provided herein, all notices and communications concerning this Agreement shall be in writing and addressed to the Designated Representative. Any party at any time by written notice to the other party may designate a different address or person to which such notice or communication shall be given.
- 26.2 Unless otherwise provided herein, all notices shall be in writing and shall be either: (i) delivered in person, (ii) deposited postage prepaid in the certified mails of the United States, return receipt requested, (iii) delivered by a nationally recognized overnight or same-day courier service that obtains receipts, or (iv) delivered electronically to the other party's Designated Representative as listed herein. However, notice under Section 22.0, Termination, must be delivered in person or by certified mail, return receipt requested.

27.0 GENERAL PROVISIONS

- 27.1 The Parties shall not unreasonably withhold requests for information, approvals or consents provided for in this Agreement. The Parties agree to take further actions and execute further documents, either jointly or within their respective powers and authority, to implement the intent of this Agreement. The City and Sound Transit agree to work cooperatively with each other to achieve the mutually agreeable goals as set forth in this Agreement.
- 27.2 This Agreement shall be interpreted, construed and enforced in accordance with the laws of the State of Washington. Venue for any action under this Agreement shall be King County, Washington.
- 27.3 This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the City and Sound Transit.
- 27.4 A Memorandum of this Agreement shall be recorded against the property legally described in Exhibit L
- 27.5 Time is of the essence in every provision of this Agreement. Unless otherwise set forth in this Agreement, the reference to "days" shall mean calendar days. If any time for action occurs on a weekend or legal holiday, then the time period shall be extended automatically to the next business day.
- 27.6 This Agreement is made and entered into for the sole protection and benefit of the Parties hereto and their successors and assigns. No other person shall have any right of action based upon any provision of this Agreement.

- 27.7 This Agreement has been reviewed and revised by legal counsel for all parties and no presumption or rule that ambiguity shall be construed against the party drafting the document shall apply to the interpretation or enforcement of this Agreement. The Parties intend this Agreement to be interpreted to the full extent authorized by applicable law including the requirements of RCW 36.70A.200.
- 27.8 Each Party shall be responsible for its own costs, including legal fees, incurred in negotiating or finalizing this Agreement, unless otherwise agreed in writing by the Parties.
- 27.9 The Parties shall not be deemed in default with provisions of this Agreement where performance was rendered impossible by war or riots, civil disturbances, floods or other natural catastrophes beyond its control; the unforeseeable unavailability of labor or materials; or labor stoppages or slowdowns, or power outages exceeding back-up power supplies. This Agreement shall not be revoked or a party penalized for such noncompliance, provided that such party takes immediate and diligent steps to bring itself back into compliance and to comply as soon as practicable under the circumstances without unduly endangering the health, safety, and integrity of both parties' employees or property, or the health, safety, and integrity of the public, Public Right-of-Way, public property, or private property.
- 27.10 This Agreement may be amended only by a written instrument executed by each of the Parties hereto. No failure to exercise and no delay in exercising, on the part of any party hereto, any rights, power or privilege hereunder shall operate as a waiver hereof, except as expressly provided herein.
- 27.11 This Agreement constitutes the entire agreement of the Parties with respect to the subject matters hereof, and supersedes any and all prior negotiations (oral and written), understandings and agreements with respect hereto.
- 27.12 Section headings are intended as information only, and shall not be construed with the substance of the section they caption.
- 27.13 In construction of this Agreement, words used in the singular shall include the plural and the plural the singular, and "or" is used in the inclusive sense, in all cases where such meanings would be appropriate.
- 27.14 This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all counterparts together shall constitute but one and the same instrument.

28.0 SEVERABILITY

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

IN WITNESS WHEREOF, each of the Parties hereto has executed this Agreement by having its authorized representative affix his/her name in the appropriate space below:

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

THE CITY OF SEATAC

By: _____
Joan M. Earl, Chief Executive Officer

By: _____
Todd Cutts, City Manager

Date: _____

Date: _____

Authorized by Motion No. _____

Authorized by Ordinance _____

Approved as to form:

Approved as to form:

By: _____
Stephen G. Sheehy, Legal Counsel

By: _____
Mary Mirante Bartolo, City Attorney

SOUND TRANSIT

RESOLUTION NO. R2005-16

A RESOLUTION of the Board of the Central Puget Sound Regional Transit Authority selecting the Airport Link alignment and station locations and selecting the portion of Airport Link to be constructed and operated as part of the Central Link Light Rail Project by the end of 2009; increasing the Airport Link lifetime Adopted 2005 Budget; increasing the Airport Link annual Adopted 2005 Budget; and for planning purposes, reducing the minimum debt service coverage ratio for South King County subarea to 1.15x for the Airport Link Finance Plan.

WHEREAS, a Regional Transit Authority, hereinafter referred to as Sound Transit, has been created for the Pierce, King, and Snohomish County region by action of their respective county councils pursuant to RCW 81.112.030; and

WHEREAS, on November 5, 1996, at a general election held within the Central Puget Sound Regional Transit Authority district, the voters approved local funding for high capacity transit in the Central Puget Sound Region; and

WHEREAS, Airport Link is part of the Central Link Light Rail Project defined in Sound Move, the funding for which was approved by voters in 1996; and

WHEREAS, in conjunction with the identification of the Central Link Light Rail Project Initial Segment in September 2001, the Sound Transit Board directed the agency to work with the Port of Seattle and the Cities of SeaTac and Tukwila to explore options for extending the Initial Segment south beyond South 154th Street; and

WHEREAS, Sound Transit and the Port of Seattle have collaborated to integrate the light rail extension from the Tukwila International Boulevard Station to the main terminal of Sea-Tac Airport with the Port of Seattle's planned capital improvements in the same corridor; and

WHEREAS, Sound Transit, the Port of Seattle, and the City of SeaTac executed term sheets in December of 2004 that defined the proposed light rail transit scope between the Tukwila International Boulevard Station and Sea-Tac Airport; and

WHEREAS, the 1.7-mile light rail extension proposed to be constructed between the Tukwila International Boulevard Station and Sea-Tac Airport will be fully integrated into the Initial

EXHIBIT "A"

Segment operations and is planned to be completed by the end of 2009; and

WHEREAS, pursuant to the National Environmental Policy Act (NEPA) and the State Environmental Policy Act (SEPA), Sound Transit, the Port of Seattle and the Federal Transit Administration issued the Airport Link Environmental Assessment/SEPA Addendum (EA) on May 26, 2005; and

WHEREAS, the EA is an update to the Central Link Final Environmental Impact Statement (EIS) issued in November 1999 and the Tukwila Freeway Route Supplemental EIS issued in November 2001 and discusses the environmental effects of extending light rail from the Tukwila International Boulevard Station in Tukwila to Sea-Tac Airport and to South 200th Street in SeaTac; and

WHEREAS, the Federal Transit Administration is expected to issue a Record of Decision on Airport Link from the Tukwila International Boulevard Station in Tukwila to Sea-Tac Airport and to South 200th Street in August or September 2005 and final design will be authorized to commence after publication of the Record of Decision; and

WHEREAS, elements of the Airport Link finance plan include a reduction in the minimum debt service coverage ratio for any single year for the South King County subarea from 1.3x to 1.15x for planning purposes; \$30 million in competitive federal grants; transfer of \$20.7 million from the Star Lake Freeway Station/South 272nd project; and transfer of \$1.01 million from the South King County Regional Express Capital Project Reserve; and

WHEREAS, the Airport Link Finance Plan will transfer budget authority from the Star Lake Freeway Station/South 272nd project to Airport Link, Sound Transit commits to restore budget authority for the project in an amount not exceed \$20.7 million, consistent with the Airport Link Resolution No. R2005-16 Staff Report; and

WHEREAS, the Adopted 2005 Budget includes lifetime and annual project budgets for Airport Link.

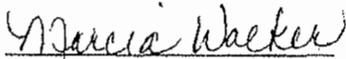
NOW, THEREFORE, BE IT RESOLVED by the Board of the Central Puget Sound Regional Transit Authority that Airport Link will extend from the Tukwila International Boulevard Station, cross above International Boulevard and SR 518 on an elevated guideway, continue at grade along the North Airport Expressway to approximately South 170th Street, continue on an elevated guideway to a light rail station at Sea-Tac Airport's main terminal and a kiss-and-ride facility located on the east side of International Boulevard in the City of SeaTac, will continue on an elevated structure along the west side of International Boulevard, turn southwest to cross South 188th Street, and continue elevated along the east side of 28th Avenue South to a station and park-and-ride at South 200th Street.

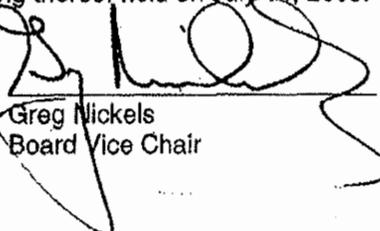
IT IS FURTHER RESOLVED that the portion of Airport Link to be constructed and operated as part of the Central Link Light Rail Project by the end of 2009 will extend from the Tukwila International Boulevard Station to a light rail station at Sea-Tac Airport's main terminal and a kiss-and-ride facility located in the City of SeaTac.

IT IS FURTHER RESOLVED that the lifetime Adopted 2005 Budget for Airport Link is amended to be \$243.6 million; the annual Adopted 2005 Budget for Airport Link is amended to be \$19,592,054; and for planning purposes, the minimum debt service coverage ratio for South King County subarea is reduced to 1.15x for the Airport Link finance plan.

ADOPTED by an affirmative vote of two-thirds of the membership of the Board of the Central Puget Sound Regional Transit Authority at a regular meeting thereof held on July 14, 2005.

ATTEST:


Marcia Walker
Board Administrator


Greg Nickels
Board Vice Chair

“EXHIBIT B”



MEMORANDUM

To: SeaTac City Council
2T Todd Cutts, City Manager
From: Albert Torrico, Jr., Senior Planner
Date: May 31, 2012
Re: S. 200th Street Light Rail Ad Hoc Committee Recommendations

1.0 Introduction

This memorandum has been prepared to convey the S. 200th Street Light Rail Station Ad Hoc Committee’s recommendations to the City Council regarding the siting of an Essential Public Facility (EPF).

2.0 Essential Public Facility

Under the Growth management Act (GMA), an Essential Public Facility (EPF) is described as a facility that is difficult to site. The City’s Comprehensive Plan designates the following as EPFs: airports; state and local correction facilities; state educational facilities; state and regional transportation facilities; landfills; solid waste handling facilities; sewage treatment facilities; major communication facilities; and antennas (excluding wireless communication facilities); and in-patient facilities, such as group homes (excluding those facilities covered by the Washington Housing Policy Act), mental health facilities, Secure Community Transition Facilities (SCTF), and substance abuse facilities.

The Growth Management Act (RCW 36.70A) requires that the City plan for and encourage regional high capacity transit facilities and accommodate within the City such essential facilities (RCW 36.70A.200). However, the Growth Management Act grants authority to the City to impose reasonable permitting and mitigation conditions on the Project.

3.0 Establishment of the S. 200th Street Light Rail Ad Hoc Committee

On 2/22/11, the City Council formed and confirmed an Ad Hoc Committee. The role of the Ad Hoc Committee is to provide input on the S. 200th Street Light Rail Station project, including the Development Agreement, to ensure the project is compatible with nearby land uses, standard infrastructure, development regulations, and the Comprehensive Plan, and has included appropriate and adequate mitigations. The Committee was formed consistent with SeaTac

Municipal Code (SMC) 15.22.035 (E)(3). The Committee met on 11/14/11; 11/28/11; 12/8/11; 1/9/12; 1/23/12; and 5/21/12.

4.0 Conditional Use Permit Waiver

In 2006, the City of SeaTac approved the Airport Link Project through approval of a Conditional Use Permit for an Essential Public Facility (CUP-EPF) and a development and transit way agreement. Sound Transit is extending light rail from Seattle-Tacoma International Airport (S. 176th Street) to South 200th Street with the South Link Project. On August 8, 2011, the City officially notified Sound Transit that the City had determined the South Link Project to be an Essential Public Facility and requested that Sound Transit submit a CUP-EPF application to the City. Sound Transit requested approval of the project through applications for both a Conditional Use Permit – Essential Public Facility (CUP11-00002) and Development Agreement (DEV11-00001) on August 16, 2011 and September 13, 2011, respectively.

Sound Transit, which had already submitted applications for land use permits, began engaging staff to discuss technical issues regarding the South Link Project. The City was concerned that these discussions would lead to decisions about the project that would not have had an opportunity to be vetted by the Ad Hoc Committee. During this same timeframe, the City was also actively engaged in negotiating acceptable terms and conditions for a Development Agreement. During these negotiations it became clear that the approach used to permit the Airport Link Project in 2006 (S. 176th Street Station), might not be adequate for the South Link Project's review, because Sound Transit intended to use an alternative (design/build) contracting method and thereby accelerating delivery by five years, to provide revenue service by December 2016. Consequently, on February 16, 2012, Sound Transit requested a code interpretation as to whether a Conditional Use Permit is required for projects that are processed and approved using a Development Agreement. On March 19, 2012, the City issued a code interpretation determination that a "Conditional Use Permit is not required if the City and Sound Transit enter into a Development Agreement which explicitly states that a Conditional Use Permit is not required."

The City decided to keep in place the Ad Hoc Committee that had been formed for the CUP-EPF process in place to provide input on the South Link project via the Development Agreement.

5.0 Recommendations of the Ad Hoc Committee

Issue: A light rail station at S. 200th Street will be a highly prominent structure and must meet a high standard for aesthetic quality.

- (1) *Recommendation:* Station design should conform to the station theme of "Environment in Motion" as approved by the City Council and consistent with the adopted High Capacity Transit (HCT) design standards, except as modified through the provisions of a Development Agreement.

- (2) *Recommendation:* Station finishes should be warm, such as the use of brick, limiting the amount of unfinished, exposed concrete, and be inviting similar to the look and feel of the Mt. Baker Station.

Issue: Many property owners along the alignment have made significant financial contributions to develop new businesses or improve properties, or towards LID for 26th/28th road improvements.

- (3) *Recommendation:* Sound Transit should limit the amount of property takes to only those necessary to construct and operate the South Link segment.

Issue: The Committee is concerned about noise and vibration impacts to residential, hotel and office uses along the guideway and that those impacts are mitigated.

- (4) *Recommendation:* Sound Transit should install sound walls to the maximum height possible to limit noise to sensitive receptors or provide language in the Development Agreement that commits Sound Transit to work with City and property owners to address noise and vibration issues that arise during construction and operation.

Issue: Lack of restroom facilities results in nuisance behavior in station areas, as well as passenger discomfort.

- (5) *Recommendation:* Sound Transit shall provide public restroom facilities consistent with the City's HCT design Standards.

Issue: The Committee is concerned how operation and maintenance of the restrooms will be handled.

- (6) *Recommendation:* The Committee feels that operation and maintenance costs should be covered by Sound Transit since they collect taxes and fares. The HCT standard may be served by private concessionaires who operate and maintain the restroom facilities as part of their lease agreement in a common area separate from the retail/commercial space or by some other means agreeable to both the City and Sound Transit.

Issue: Adding a third traffic signal on South 200th Street, between International Boulevard and 26th Ave. South may be problematic due to limited queuing space between the lights.

- (7) *Recommendation:* The Committee encourages Sound Transit and the City to think creatively about other ways to manage traffic flows in the area.

Issue: The Committee is concerned that hide and ride is more likely to be an issue on private property/businesses rather than public streets in the station area.

- (8) *Recommendation:* Add language in the Development Agreement that commits Sound Transit to work with the City and impacted property owners, by providing technical assistance, to address hide and ride issues on private property as they arise.

Issue: The Committee recognizes that demand for parking will be highest when the South 200th Street station is the terminus at the beginning of revenue service and until the Kent/Des Moines Link extension is open for service. However, when South 200th Street is no longer the terminus, parking demand may decrease or fluctuate depending on ridership.

- (9) *Recommendation:* The Committee recommends the following as possible ways to address these concerns:
- (a) Lease additional parking stalls, above the 700 stalls provided in structured parking, according to demand.
 - (b) Construct the parking structure with the possibility of adding additional floors of parking at some point in the future according to demand.
 - (c) Construct the parking garage with high enough ceilings to convert some of the floors to another use if parking demand decreases.

Issue: The committee is concerned that existing businesses may be unable to maintain adequate access for customers during construction.

- (10) *Recommendation:* Add language in the Development Agreement or the Project Requirements that requires the contractor to work proactively with business operations to provide adequate access is maintained during construction and ensure that construction activities do not impact current or future business operations.
- (11) *Recommendation:* Where construction impacts are more extensive or businesses operations are more complex, Sound Transit and the Contractor should allow more time to work with business owners to identify options for maintaining adequate access especially for time sensitive customers.

Issue: The Committee is concerned that money provided by Sound Transit for traffic and transportation mitigation might be spent other types of City projects/programs not related to transportation.

- (12) *Recommendation:* The Committee would like the City to be required (or committed) to spend traffic mitigation funding received from Sound Transit on traffic and transportation improvement projects.

EXHIBIT C

SOUTH LINK PROJECT DESCRIPTION

Construct 1.6 mile elevated double track light rail extension from the SeaTac Airport Station to S 200th Street. Light rail alignment begins in an elevated configuration from the currently constructed and operating SeaTac Airport Station and extends along the eastside of 28th Ave. continuing south across S 188th Street. The alignment will remain elevated to S 200th Street where there will be a station located at the proposed S 200th Street Park and Ride.

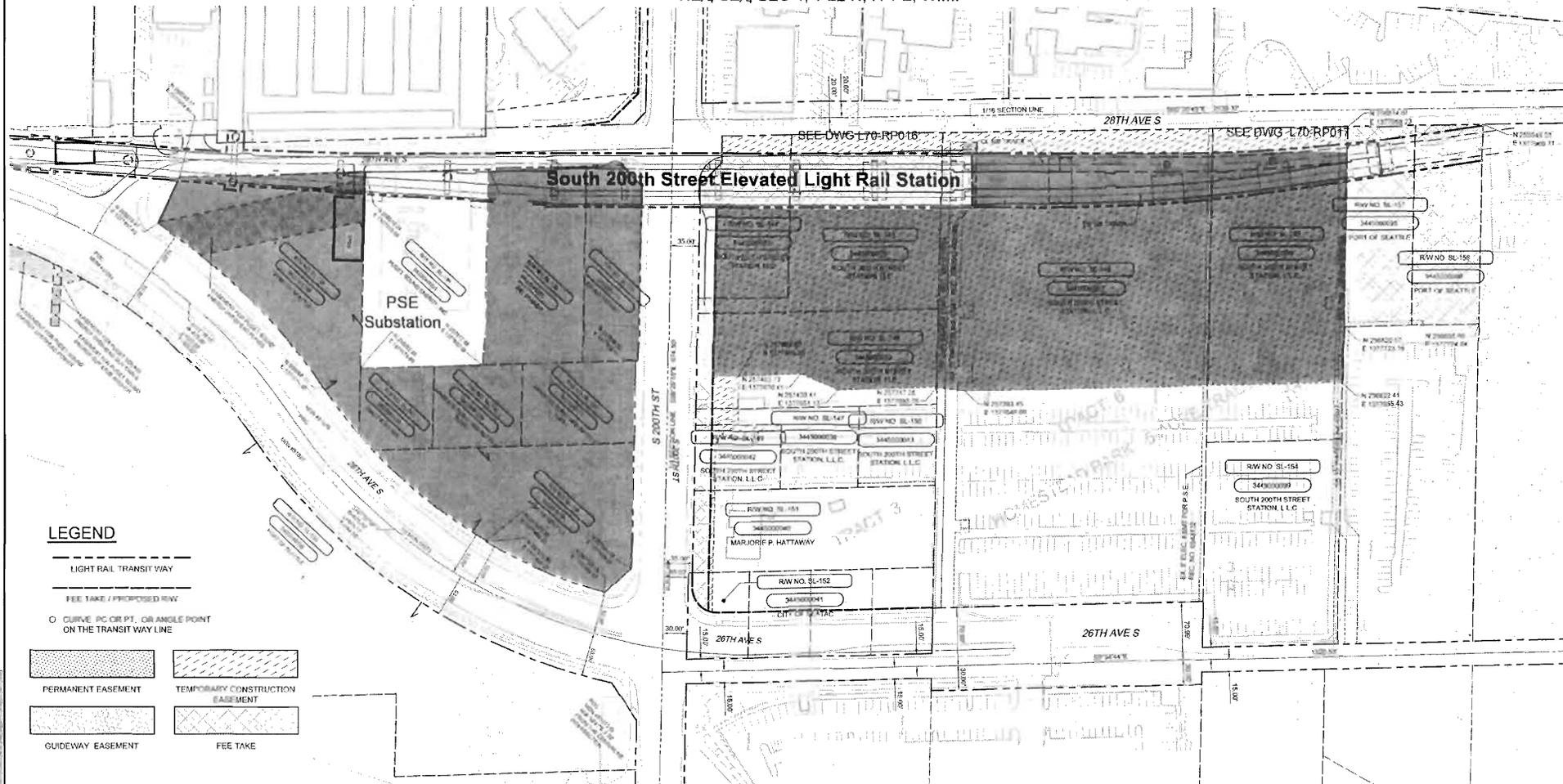
EXHIBIT D

City of SeaTac DA Budget Summary

DA Section	Item	DA Commitment
		A
 <u>3rd Party Phase</u>		
8.1	Peer reviews	\$ 26,000
	Structural Review	\$ 150,000
8.3	Supplemental Staff Time	\$ 1,293,600
	3P Total	\$ 1,469,600
 <u>Construction Phase</u>		
6.x	Fire Truck Upgrade	\$ 600,000
	Project Mitigations	
6.x	2030 Traffic	\$ 201,150
6.2	Non-Motorized	\$ 461,500
	Subtotal Project Mitigations	<u>\$ 662,650</u>
	Construction Total	\$ 1,262,650
	 MOA Total	 \$ 2,732,250

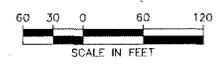
NE 1/4 SE 1/4 SEC 4, T 22 N, R 4 E; W.M.

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



LEGEND

- LIGHT RAIL TRANSIT WAY
- FEE TAKE / PROPOSED RW
- CURVE PC OR PT, OR ANGLE POINT ON THE TRANSIT WAY LINE
- PERMANENT EASEMENT
- TEMPORARY CONSTRUCTION EASEMENT
- GUIDEWAY EASEMENT
- FEE TAKE



Shaded areas depict permanent and interim parking location boundary

Designed By:	J A Mihkels
Drawn By:	J A Mihkels
Checked By:	
Approved By:	

Submitted	Date	Approved

	Scale:	1"=50'
	Filename:	
	Contract No:	
	Date:	05/30/2012

LINK CONTRACT S440
 Development Agreement
EXHIBIT "E"
 Permanent & Interim Parking Boundary

Drawing No.	
Sheet No.	Rev 1/0

EXHIBIT F. Traffic Impact Mitigation Measures and Non-Motorized Transportation Improvements





April 2, 2012

Mr. Tom Gut P.E.
Director of Public Works
City of SeaTac
4800 S. 188th Street
SeaTac, WA 98188

RE: South Link Light Rail Project Stormwater Management

Dear Mr. Gut:

The aerial trackway that Sound Transit is proposing to construct for South Link is the same type constructed for Airport Link. Sound Transit understands that the City concurs with the conclusions made by federal regulatory agencies that under normal operating conditions the light rail aerial guideway and light rail vehicles utilize non-pollution-generating technology in accordance with current regulations. Therefore, the City will not require Sound Transit to install water quality treatment systems for treating stormwater runoff from the aerial guideway prior to discharging into the City's system. Also, the City will not require Sound Transit to monitor and test post construction runoff from the aerial guideway until such time as the City is required to implement a monitoring and testing program by other state or federal regulatory agencies.

Sound Transit is proposing to discharge stormwater runoff from the South Link aerial guideway, the South 200th station plaza area, and the South 200th parking structure by discharging to the City's storm drainage system in the Des Moines Creek basin and by possibly utilizing low impact development (LID) techniques. All stormwater discharges from Sound Transit's project are subject to the flow control, water quality and soil amendment requirements in the 2009 King County Surface Water Design Manual as amended by SeaTac (Amended KCSWDM).

Also, Sound Transit is proposing to convey stormwater runoff originating on the portion of the South Link aerial guideway that is located on Port of Seattle property to the Des Moines Creek basin by discharging into the City's drainage system in International Boulevard. This runoff is proposed to be discharged at a single location and meet all Core Requirements of the Amended KCSWDM. Sound Transit agrees to provide the City a Pre- and Post- Construction video inspection recording of the City's drainage system. Hydrologic and hydraulic analyses will determine if the system can accommodate any proposed flow, and the City and Sound Transit will agree on any necessary repairs, before flows are introduced to the storm water system.

Sound Transit and the Port of Seattle may agree to allow stormwater runoff discharge into the Port's drainage systems during construction. Construction storm water will comply with the terms of the Port's NPDES Industrial Stormwater permit related to construction stormwater, Sound Transit's NPDES General Construction Permit and the 2009 King County Surface Water Design Manual as amended by the City.

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King County Councilmember

CHIEF EXECUTIVE OFFICER

Joni Earl

Sound Transit agrees to install future water quality improvements to bring trackway runoff into NPDES Phase 2 compliance as those requirements are promulgated. Sound Transit agrees that the City's concurrence on water quality issues pertains only to aerial guideway runoff. Sound Transit will continue to provide the same level of routine maintenance and best management practices of the light rail facilities on the South Link project as it does for Airport Link, so as to ensure that water quality of stormwater runoff is not degraded during operations. Sound Transit agrees to report all incidents of spills to the City immediately upon becoming aware of the incident.

Stormwater from the Guideway:

The conveyance system for routing stormwater from the South Link aerial guideway deck to the ground surface will be designed to not less than a 25 year full peak flow design storm, per Sound Transit's Link Design Criteria Manual. Where sag vertical curves are located, the inlets will be designed to accommodate the 100 year peak flow without overflow from the aerial guideway to the ground below.

The City and Sound Transit agree that the drainage design criteria to be used for handling discharges from the South Link aerial guideway to ground based stormwater management systems will be in accordance with the Amended KCSWDM. The City and Sound Transit also agree that the use of low impact development (LID) techniques should be a goal of the South Link project, helping to control increases in stormwater runoff volume and loss of groundwater recharge. One of the methods that Sound Transit intends to implement in order to achieve the LID goal is to direct stormwater runoff from the aerial guideway along 28th Avenue South through vertical downspouts to reconstructed landscape strips along the eastern side of the street within the City's right of way.

Based upon feasible localized soil conditions along the length of the landscape strips, Sound Transit will promote a LID design approach to handle a portion of the guideway runoff exiting the downspouts using infiltration within the landscape strips. The LID system will be designed so that discharges from the aerial guideway downspouts that exceed the capacity of the landscape strips to accommodate infiltration will be conveyed directly to the City's stormwater system without overflowing onto the adjacent roadway. The detailed final design of the LID system will be developed in consultation with the City, and will require the City's approval prior to construction. The City and Sound Transit agree that infiltration must be compatible with the roadway, sidewalk, utilities and other items in the right-of-way and be feasible to maintain. The City will maintain all landscaping within the street right of way following Sound Transit's and the City's acceptance of the landscaping at the end of a one-year establishment and warranty period.

Under-Guideway Improvements:

Where disturbed by construction activities, the South Link project will reestablish the City's existing irrigation system to supplement the irrigation by storm water runoff of the proposed landscape strips on the east side of 28th. The plantings for the landscape strips will include street trees compatible with the Sound Transit requirements for guideway clearances and acceptable to the City as "street trees". Low groundcover planting will be grass or similar low-growing plant materials. The City will maintain all landscaping within the street right of way following Sound Transit's and the City's acceptance of the landscaping at the end of a one-year establishment and warranty period.

Mr. Tom Gut P.E.

Page 3

April 2, 2012

The South Link project will construct a sidewalk beneath the guideway on the east side of the landscape strips. The sidewalk will be a minimum of 6'- 0" wide where the landscape strips are widest. Landscaping under the aerial guideway will not be provided in the City's right of way on the east side of the sidewalk due to the expected low plant survival rate under the guideway. Hardscape features installed outside the sidewalk area will include berms no more than 42" high; river rock, cobbles or other stones set in concrete; patterned, colored, and/or stained concrete; boulders; or similar materials. The project will be designed and constructed with visually interesting areas that seal the surface so as to not permit weeds to grow.

Conceptually, the City and Sound Transit staff are in agreement pertaining to this stormwater concurrency letter, however, since there are no scaled plans and details available at this time, the City has the right to reject any or all design concepts that are not practicable and not meeting the Amended KCSWDM.

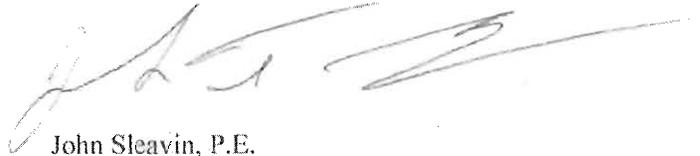
If you have any questions, please feel free to contact Rod Kempkes, South Link Deputy Project Director, at (206) 398-5374 or by e-mail at rod.kempkes@soundtransit.org

Please indicate your concurrence by signing below.

Sincerely,



Rod Kempkes, P.E.
South Link Deputy Project Director
DECM



John Sleavin, P.E.
Director of Civil and Structural Engineering
DECM

Concurrence:



Tom Gut, P.E.
Director of Public Works
City of SeaTac

April 5, 2012

Date

EXHIBIT H



May 21, 2012

Jon Napier, Fire Marshal
3521 S 170th Street
SeaTac, WA 98188

RE: EMERGENCY ACCESS TO SOUND TRANSIT GUIDEWAY

Dear Chief Napier,

As you know, Sound Transit is currently planning to extend its Central Link light rail system from the Airport Station within the City of SeaTac to South 200th Street, and eventually south beyond the city limits. The entire extension of light rail facilities within the City of SeaTac will be on an elevated structure. We have worked together over the past few years through our Fire/Life Safety committee to coordinate design reviews, fire department equipment, code compliance, and other life/safety issues to ensure that our light rail system is in compliance with applicable codes and ordinances. In addition to complying with the International Building and Fire Codes as adopted by Washington State and amended by the City of SeaTac, we also comply with various National Fire Protection Association codes, and specifically with the NFPA 130 code for fixed guideway transit systems. We want to meet the applicable City of SeaTac code requirements to ensure that our system will function as designed during operations, particularly in an emergency.

We have worked together to develop effective methods to ensure that firefighters have appropriate access to the elevated guideway to rescue people, put out a fire, or attend to some other emergency. As we extend this essential public facility through your city, we want to do our part to provide the necessary resources to ensure that your firefighters can readily access the guideway to affect a rescue, if needed. Towards that end, we recently realized that the stair towers shown on the preliminary plans provide quite limited access, in terms of reaching a specific point on the elevated guideway. Regardless of the number of stair towers, there exists a great probability that if we were to have an incident, it could still be an appreciable distance from the nearest stair tower. That is precisely why the past four versions of NFPA 130 beginning in 2000 and including the current 2010 code include a specific requirement to provide roadway access every 2500 feet adjacent to the aerial guideway for aerial platform rescue.

We also recognize that the fire department would want to be able to deliver resources directly to the location where needed, instead of to one of several arbitrary locations spaced along the guideway. Therefore, we have agreed to replace the stair towers shown on the previously submitted design plans with a

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Joni Earl

contribution towards an aerial capability upgrade to an existing scheduled replacement fire apparatus, so as to assist the SeaTac Fire Department with providing a maximally effective means of emergency rescue and fire-fighting that will be able to access any point along the elevated guideway. Since the majority of the alignment is elevated above an existing street, the addition of an aerial apparatus, will clearly be in conformance with both this letter and the intent of the IBC, NFPA 130, and the SeaTac Municipal Code.

Sound Transit will provide up to \$600,000.00 to the City of SeaTac in reimbursement for an upgrade to existing scheduled replacement fire apparatus to add aerial capability in support of your fire department's ability to access the elevated guideway during an emergency. We will partially fund, to this limit, the procurement of the upgrade to an aerial apparatus along with the necessary equipment, all to the specifications of the City of SeaTac. Under this one-time capital procurement, Sound Transit will work collectively with your staff to fund up to \$600,000.00 for the procurement contract within 6 months after receipt of your concurrence with this plan. Sound Transit will convey any and all of its ownership interests in the procured equipment to the City along with full responsibility for use, staffing, maintenance, and life-cycle replacement.

Providing this aerial apparatus is not intended to increase the duty of the City to either its citizens or the passengers on the rail system, nor does it increase Sound Transit's duty to the City or its citizens. This aerial apparatus will facilitate access to the guideway for emergency responders to ensure that our collective emergency rescue plans can be fully implemented when needed. It is our expectation that by providing the aerial apparatus we will have significantly enhanced your ability to respond to an emergency on the aerial guideway, such that SeaTac will likely be the first-responder to incidents along the light rail guideway within the boundaries of the City. To maintain emergency access response times, it is anticipated that the City of SeaTac will use an aerial apparatus to ensure rapid response and deployment of first responders.

Our emergency rescue plans provide for access to the guideway via a combination of aerial apparatus and a rescue train to move personnel and equipment during a sustained emergency event. Through existing mutual aid agreements, we anticipate that the Fire Departments in SeaTac, Tukwila, Burien, Seattle, and Federal Way will provide primary emergency responder access to elevated sections of the light rail guideway by aerial apparatus and the Port of Seattle Fire Department will provide mass casualty support to a major incident. For mass casualty incidents, Sound Transit will have mass casualty equipment located at the Tukwila International Boulevard Station, the SeaTac/Airport Station, and the South 200th Street Station.

In the unlikely event that a train becomes disabled while on the aerial guideway, upon notification to the Link Control Center, we will disembark passengers from the nearest train at a station and mobilize the train for exclusive use of the emergency responders. Based on the operating schedule and the run times of Link Light Rail, there will be at least two trains operating within the segment between Tukwila International Boulevard Station and South 200th Station at all times during normal revenue service. These trains will be available to any of the fire departments that respond to the stations in that segment. As backup to these trains, Sound Transit has a diesel-powered high rail tow vehicle, equipped to run on the rails to respond to incidents. This vehicle is available on standby for use in a mass casualty event.

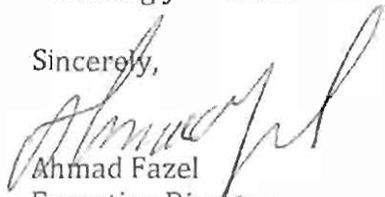
This plan provides for teams of emergency responders to respond immediately to the scene of an incident and gain access to the guideway via the aerial apparatus while other teams would proceed to a nearby station to board the rescue train to provide support and rescue during a protracted event. Further support will be provided, as necessary, by emergency responders boarding trains and accessing the guideway from aerial platforms near the incident scene. In accordance with NFPA 130, the life-safety code for rail transit systems, the primary emergency responder access to elevated sections of the light rail guideway will be by aerial apparatus.

Additionally there have been discussions about lighting levels on specific sections of the aerial guideway in the event of an emergency at night. Sound Transit has developed revised emergency operating procedures and an emergency lighting scenario that was transmitted under separate cover to the City of SeaTac and Port of Seattle fire departments. In summary, those procedures provide for the "Cyclops" light on top of the light rail vehicle's cab to remain illuminated during any emergency, providing sufficient light for evacuation and rescue. During an emergency evacuation, the interior and running light of the light rail vehicle will remain illuminated to assist with the evacuation and rescue. When the light rail vehicle is disconnected from the overhead catenary power, the Cyclops light, running lights, and interior lights will all operate for up to 90 minutes on emergency battery power. The Cyclops light is rated to provide illumination for up to 800 feet beyond the operator's cab, sufficient sight distance at night for evacuation of passengers to a rescue train. We believe that this brings to resolution the issues of emergency lighting on the elevated guideway for evacuation and rescue raised in the City of SeaTac letter dated March 1, 2011.

It is our understanding that your concurrence with this letter brings to resolution the outstanding issues between Sound Transit and the City of SeaTac Fire Department regarding emergency access, stair towers, guideway egress lighting, and emergency rescue procedures. Of course we recognize that this agreement will become final and effective, subject to the conditions noted in this letter, and upon approval of the associated development agreement by the Sound Transit Board and the SeaTac City Council. If you find this letter acceptable, please indicate your concurrence by signing below. As soon as we receive your concurrence, we will delete the stair towers from the previously submitted design plans and move forward with allocating the \$600,000.00 as our contribution to upgrading an existing scheduled replacement fire apparatus with aerial capability.

Thanking you in advance for your consideration.

Sincerely,



Ahmad Fazel
Executive Director,
Design, Engineering & Construction Management

cc: Joni Earl, Chief Executive Officer
Celia Kupersmith, Deputy Chief Executive Officer

Steve Sheehy, Legal Counsel
Randy Krause, Port of Seattle Fire Chief
Ron Lewis, Deputy Executive Director
Joe Gildner, Deputy Executive Director
Miles Haupt, Deputy Executive Director of South Link
Hamid Qaasim, Director of Safety and Quality Assurance
Rod Kempkes, Project Manager
Leonard McGhee, South Corridor Manager
Todd Cutts, City of SeaTac City Manager
Soraya Lowry, City of SeaTac Program Manager
Jim Schneider, City of SeaTac Fire Chief

We concur with this proposal in principle;



Jon Napier
Fire Marshal, City of SeaTac



Todd Cutts
City Manager, City of SeaTac

EXHIBIT I

MEMORANDUM OF UNDERSTANDING BETWEEN CITY OF SEATAC, PORT OF SEATTLE AND SOUND TRANSIT FOR POLICE AND SECURITY SERVICES AT SOUND TRANSIT FACILITIES WITHIN THE CITY OF SEATAC LOCATED ON PORT OF SEATTLE OR SOUND TRANSIT PROPERTY

This Memorandum of Understanding between the City of SeaTac, Port of Seattle and Sound Transit pertains to police and security services for operation of Link light rail service within the boundaries of the City of SeaTac, including guideway, light rail stations, park-and-ride and passenger pick-up/drop-off facilities, and related light rail facilities. This Memorandum of Understanding is intended to identify roles and responsibilities related to how the three agencies will handle police and security incidents and response.

1.0 DEFINITIONS

- 1.1 City of SeaTac Police: "City of SeaTac Police" will be referred to as SeaTac Police. SeaTac Police is currently a contract unit of the KCSO.
- 1.2 Deconfliction: "Deconfliction" is the process of notifying other law enforcement agencies of an operation or investigation to: a) determine if said agencies are involved in an operation or investigation that may overlap in some way, b) ensure the safety of undercover law enforcement officers by letting other agencies know of covert or undercover operations in case those agencies encounter the undercover officers, and/or c) clarify which agency has the primary response to a specific dispatch call.
- 1.3 Emphasis Patrol: "Emphasis Patrol" refers to focused law enforcement patrols or plain clothes investigative operations based on crime trends analysis or criminal activity.
- 1.4 Essential life-safety systems: "Essential life-safety systems" include sprinklers, standpipes, emergency telephones, emergency ventilation, barriers, and other mechanical or electronic equipment necessary to maintain public safety.
- 1.5 King County Sherriff's Office: "King County Sherriff's Office" will be referred to as KCSO.
- 1.6 Link Control Center: "Link Control Center" includes the electronic, electrical, and mechanical equipment, personnel, and procedures that maintain standard and emergency operations for the Link light rail system.
- 1.7 On-view activity: "On-view activity" refers to non-dispatched police public safety or public service activities that come directly to the attention of a law enforcement officer, i.e., a traffic stop.
- 1.8 Port of Seattle Police: "Port of Seattle Police" will be referred to as POSPD.

- 1.9 Quality of life issues: "Quality of life issues" are defined as those activities which generally disturb passenger comfort and feelings of safety within Sound Transit facilities. Examples include, but are not limited to, loitering, spitting, littering, urination, graffiti, and excessive noise.
- 1.10 Sound Transit Police: "Sound Transit Police" will be referred to as STP. STP is currently a contract unit of the KCSO.
- 1.11 SeaTac/Airport Station: "SeaTac/Airport Station" includes the mezzanine, platform and related facilities including a pedestrian bridge to the airport, pedestrian bridge to downtown SeaTac, the station's passenger pick-up/drop-off area and associated public plaza, and bus shelters directly adjacent to the station. The jurisdictional boundary between the City of SeaTac and Port of Seattle for this station is reflected on Exhibit A.
- 1.12 South 200th Street Station: "South 200th Street Station" includes platform, plazas, crew and security facilities in a building adjacent the south entryway, a passenger pick-up/drop-off area adjacent the north entryway, and related facilities. The parking facilities serving this station are defined as independent of the station.
- 1.13 South 200th Street Station Park-and-Ride Facilities: "South 200th Street Station Park-and-Ride Facilities" includes parking stalls and supporting infrastructure in the parking garage serving the station and any surface parking stalls used on an interim basis to serve the station during the time the station is a terminal station for the Link light rail system.
- 1.14 Train to train accidents: "Train to train accidents" include all unintentional contact between separate light rail trains or other equipment used in connection with light rail operations, maintenance or repair. Train to train accidents do not include incidents that arise from criminal intent to cause such accident or other disruption to light rail service.
- 1.15 Use of Force: "Use of force" is the intentional application of a type of force which is reasonably necessary to effect an arrest, defend a law enforcement officer or others from violence, or to otherwise accomplish police duties according to law.

2.0 POLICE SERVICES

2.1 Jurisdiction

SeaTac Police is a general authority Washington law enforcement authority under RCW 10.93.020 and is therefore responsible for general law and traffic enforcement within SeaTac city limits. POSPD is a general authority Washington law enforcement authority under RCW 14.08.120 and 53.08.280 and is therefore responsible for general law and traffic enforcement on Port property including the SeaTac/Airport Station platform and other portions of the light rail facilities located on Port property. Sound Transit, as a Regional Transit Authority, is authorized under RCW chapter 81.112 to operate a safe and secure system, have a safety and security plan, investigate all reportable accidents, security breaches and unacceptable hazardous conditions, and provide investigative reports to the Washington State Department of Transportation. The purpose of STP is to provide enhanced police service to Sound Transit systems and facilities, by focusing on customer safety and quality of life issues. STP services

are intended to supplement police services of the jurisdiction in which Sound Transit property is located and not be the primary source of police services or response in under the Port's or SeaTac's jurisdiction.

Nothing in this agreement is intended to eliminate SeaTac Police's or POSPD's responsibility to respond to dispatched transit-related calls for service within their jurisdictions whether or not STP personnel are available.

2.2 Patrol

STP will patrol the light rail system, including SeaTac/Airport Station and its passenger pick-up/drop-off area, the S. 200th Street Station, the South 200th Street Station Park-and-Ride Facilities, the guideway connecting system stations, and associated light rail facilities during all operating hours.

2.3 Incidents

(a) On-View Activity – Sound Transit Property

Each police jurisdiction will be responsible for its own arrests and associated paperwork for on-view activity that occurs on or about Sound Transit property. Such activity includes transit and non-transit criminal activity. This provision may be overridden if field supervisors from the affected agencies agree that a transfer of responsibility to another police jurisdiction would be advisable.

STP has detectives who are available for follow-up to incidents that are of a high degree of interest to Sound Transit. STP agrees to notify SeaTac Police or the POSPD of their interest in taking follow-up responsibility for a case that would otherwise be handled by SeaTac Police or POSPD.

(b) High Profile Events

SeaTac Police or POSPD will investigate and follow-up incidents of a significant nature within their respective jurisdictions, such as armed robberies and homicides. STP may provide assistance with staffing resources and follow-up.

(c) Use of Force

Each agency will be responsible, as an administrative matter, for reviewing any use of force by its own officers. Affected agencies will, however, timely cooperate with each other in any such review where there is a joint use of force, as allowed by state/local laws and labor union agreements. Affected agencies will cooperate to provide witness statements, case reports and Use of Force Reports as required by their respective agencies.

(d) Train-to-Train Accidents and Sound Transit Equipment on Tracks

Recognizing the importance of continuity of light rail service, SeaTac Police and POSPD will typically defer accident investigation for train-to-train accidents to STP. If a train-to-train accident occurs on Port property, and should the Port wish to direct the investigation of such a train-to-train accident under its jurisdiction, the issue will be re-opened for discussion amongst the parties.

- (e) Pedestrian Trespass on Tracks
The Port of Seattle intends to retain primary jurisdiction for incidents occurring on Port property that involve passengers/pedestrians on the light rail tracks or station platform (including suicide or accident) but, recognizing the importance of continuity of light rail service, may request mutual aid from STP. For incidents occurring outside Port property and within the City of SeaTac, STP will lead the investigation, supported by such cooperative efforts with SeaTac Police as may be mutually arranged.
- (f) Criminal Activity on Port Property
The Port of Seattle intends to retain primary jurisdiction for all non-quality of life issues on Port property including the SeaTac/Airport Station platform where a crime is involved or suspected but may request mutual aid from either STP or SeaTac Police, as appropriate.

2.4 Emphasis/Plain Clothes Operations

- (a) Plainclothes Details. STP uses plainclothes detectives to conduct operations on Sound Transit Link light rail vehicles, Sounder commuter rail trains, and ST Express buses as well as other Sound Transit properties. STP deputies will wear a clearly visible badge on their belt or on a necklace badge holder whenever they take enforcement action. Plainclothes detectives will wear STP/"Transit Police" or KCSO raid jackets whenever practical.

SeaTac Police and the POSPD will notify STP whenever they work a planned plainclothes detail on Sound Transit Link Light Rail Systems or facilities.

- (b) Deconfliction
STP will notify SeaTac Police or POSPD when its officers are working in an area outside the normal scope of their duties (in terms of geography or types of activity) while in SeaTac's and the Port's respective jurisdictional boundaries.

STP personnel may scan and monitor appropriate radio frequencies if needed when operating within the jurisdictional limits of the SeaTac Police and/or POSPD and will de-conflict with SeaTac Police or POSPD, as appropriate, whenever they are conducting an emphasis patrol within their respective jurisdictions. Based on jurisdictional boundaries, STP will provide any written operations plans, when available, to the other jurisdictions if impacted by the operation. The KCSO Communications Center will notify SeaTac Police or POSPD of all STP on-view enforcement activity within their respective jurisdictional limits when there is a reason to believe that back-up will be needed or media will be interested in such activity.

Whenever a plainclothes STP unit works an emphasis patrol within the jurisdictional limits of either the SeaTac Police or POSPD, they will follow the deconfliction guidelines. Notification will be made to the affected agencies.

2.5 Crime Analysis

STP, SeaTac Police, and POSPD agree that their police representatives will maintain regular, on-going contact to collaborate on and discuss crime trends and incidents. The parties will also discuss and collaboratively resolve issues such as parking at the stations' passenger pick-up/drop-off areas and park-and-ride facilities and persons of interest affecting all agencies. Sound Transit will use system-wide crime data and shared information to help make appropriate adjustments to staffing to address public safety needs and response to emerging trends and changes in the National Security threat level.

2.6 Command and Control of Major Incidents

A unified command will be established for transit related incidents of a significant nature that involve the use of a command post or a large response from affected agencies within the City of SeaTac (including on Port of Seattle property).

2.7 Communication

Emergency and non-emergency communications with STP will be through the KCSO Communications Center.

3.0 PRIVATE SECURITY SERVICES

3.1 Patrol

Sound Transit will maintain a non-commissioned security presence throughout the light rail system during operating hours to enhance passengers' security and attend to quality of life issues. Security personnel assigned to the portion of the light rail system that includes SeaTac/Airport Station and South 200th Street Station will patrol and monitor the station platforms, plazas, pedestrian bridges (at SeaTac/Airport Station), passenger pick-up/drop-off areas, and South 200th Street Station Park-and-Ride Facilities. Sound Transit will provide parking enforcement at passenger pick-up/drop-off areas in accordance with the Link Security Plan. The passenger pick-up/drop-off area will be signed for short-term parking only.

Security personnel assigned to a specific station may ride the light rail train to nearby stations to perform a brief patrol and return to their assigned station.

3.2 Closed Circuit Television

Sound Transit has closed-circuit-television throughout its transit systems available for periodic monitoring of activities at stations, parking garages, and other selected facilities. Specifically, Sound Transit has CCTV in the SeaTac/Airport Station on the platform, on the pedestrian bridges, and at the stair landing of the pedestrian bridge leading to the passenger pick-up/drop-off area. Sound Transit will have CCTV in the South 200th Street Station on the platform and on floors of the structured park-and-ride facility. In-progress events can be viewed in real-time by any agency connected to the Sound Transit CCTV system, and images will be furnished to the City or Port upon request. SeaTac Police or POSPD can contact the Sound Transit Security Operations Center 24-hour Number for information on any event recorded by CCTV. A CCTV feed for SeaTac/Airport Station has been provided to the Port of Seattle for police use. Sound

Transit's CCTV system at the South 200th Street Station will be designed and installed so that the City of SeaTac can, if desired, connect to the system for monitoring purposes at the City's cost for the connection and monitoring equipment.

3.3 Platform Emergency Communication Systems

Sound Transit will have 'Emergency Call Buttons' located on both the SeaTac/Airport Station and South 200 Street Station platforms and on floors of the structured South 200th Street Station Park-and-Ride Facilities for passengers in the event of an emergency. These call buttons will be monitored continuously by the Sound Transit Link Control Center and will be synchronized with the CCTV cameras on the platform to facilitate quick viewing of an incident.

The Sound Transit Link Control Center receives all emergency calls and alarms along with electronic monitoring of essential life-safety systems. The Link Control Center has direct communication with the POSPD and SeaTac Police and will notify the appropriate agency directly regarding any call for assistance on or about the light rail system within the City of SeaTac. The SeaTac/Airport Station platform is located on Port of Seattle property and the POSPD will respond to calls for police assistance at that location, supported by Sound Transit staff. The South 200th Street Station is located within the City of SeaTac and SeaTac Police will respond to calls for police assistance, supported by STP and appropriate Sound Transit staff.

4.0 TRAINING

Sound Transit will provide appropriate training to POSPD and SeaTac Police, as mutually agreed to by Sound Transit, the City, and Port prior to the start of service to the South 200th Street Station. Sound Transit will provide additional training and exercises as needed after the start of service.

5.0 COOPERATION AND GOOD FAITH EFFORTS

The Parties understand that crime prevention and problem solving are the best way to ensure public safety.

The Parties understand and agree that the process described in this Memorandum depends upon timely and open communication and cooperation between the Parties. In this regard, communication of issues, changes, or problems that arise 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.

All agencies agree to meet at least quarterly to share areas of concern related to this memorandum of understanding.

6.0 LIABILITY, INDEMNIFICATION

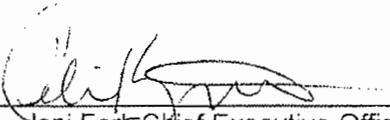
Nothing in this agreement is intended to give any person or entity legal rights, employment rights, or any other additional rights to recover for claims or injuries alleged to have occurred as a result of the existence of this protocol.

7.0 TERMINATION

This Agreement may be terminated by any party by providing the other parties at least 30 days written notice of the intent to terminate.

Dated this 19th day of December 2011.

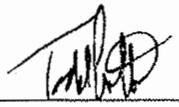
SOUND TRANSIT

By: 
Its: Jeni Earl, Chief Executive Officer

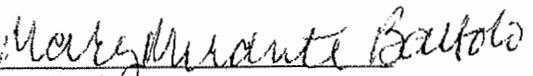
APPROVED AS TO FORM:

By: 
Its: Sound Transit Legal Counsel

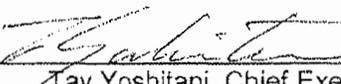
CITY OF SEATAC

By: 
Its: Todd Cutts, City Manager

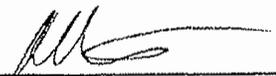
APPROVED AS TO FORM:

By: 
Its: City Attorney

PORT OF SEATTLE

By: 
Its: Tay Yoshitani, Chief Executive Officer

APPROVED AS TO FORM:

By: 
Its: Port of Seattle General Counsel

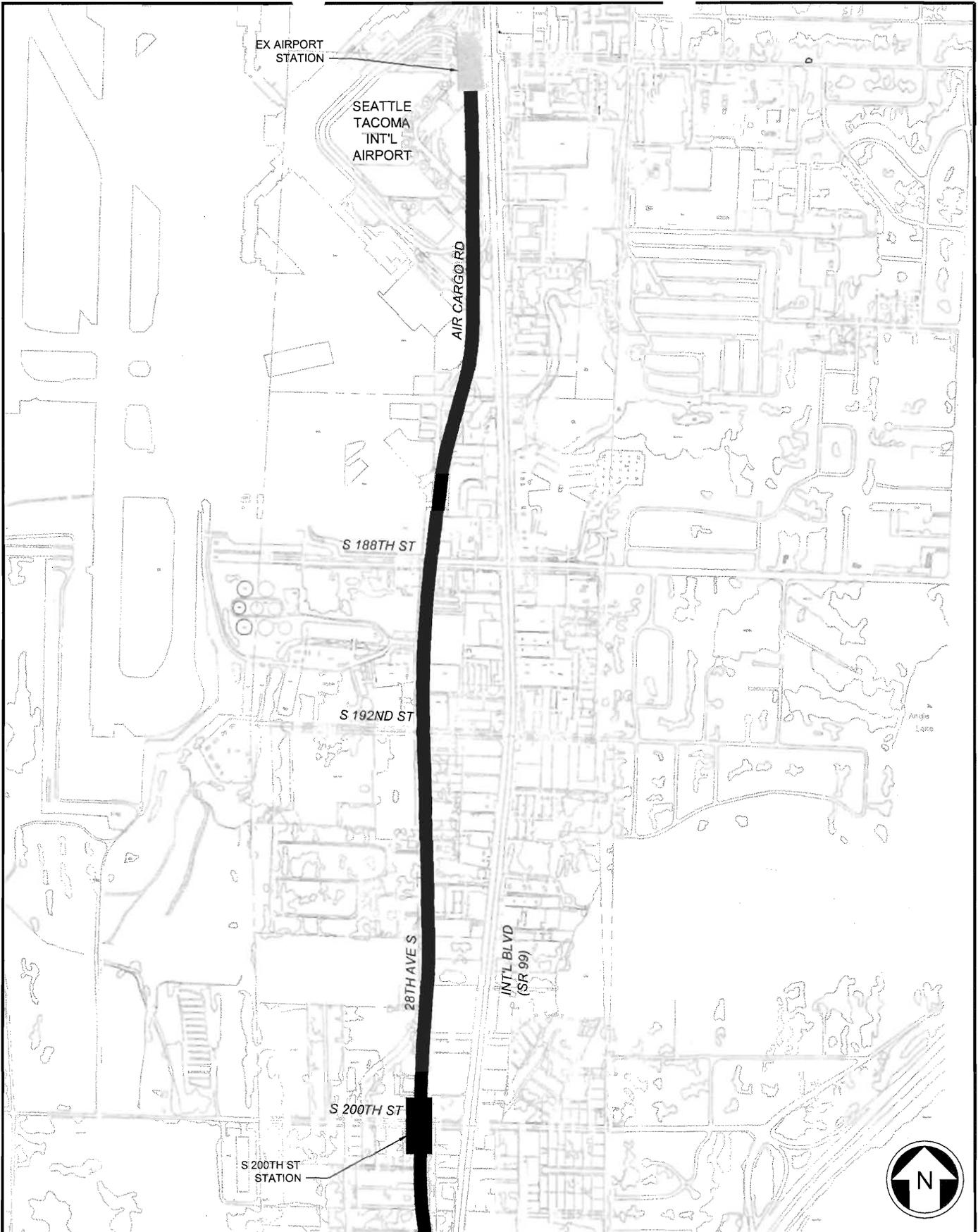
SeaTac Airport Station Exhibit A



All rights reserved. No guarantee of any sort implied, including accuracy, completeness or fitness of use.

Source: Sound Transit, King County, 2009-2011.
Photo date: 2009.

XREF LIST



04/19/12 J. LOPEZ CAUSERS\PUBLIC\DOCUMENT\WORK\200TH\TRANSIT_WAY_EXHIBIT\SKT_001.DWG

LINE IS 1" AT FULL SCALE



SCALE:
1"=1000'
DESIGNED BY:
K. WONG
DRAWN BY:
J. LOPEZ
CONTRACT No.:

SOUND TRANSIT
CITY OF SETAC

TRANSIT WAY EXHIBIT **K**

DRAWING No.:
SKT-001
SHEET No.: **1** REV:

EXHIBIT L

LEGAL DESCRIPTION FOR SOUTH LINK PROJECT

The South Link Project is comprised of the property commonly known as that depicted on Exhibit N, the Light Rail Transit Way. A complete legal description on the South Link Project property is located in the City's project file.

RESOLUTION NO. 12-010

A RESOLUTION of the City Council of the City of SeaTac, Washington supporting creation of a secure, convenient medicine return program in King County to reduce the public safety and environmental impacts of unwanted medicines.

WHEREAS, drug overdose deaths, abuse of prescription pain killers, and abuse of medicines by young people is a growing problem, and more people die of prescription medicines than all illegal drugs combined; and

WHEREAS, medicines used in the home are the leading cause of poisonings reported to the Washington Poison Center, and preventable poisonings from medicines have been rising rapidly, especially among children and seniors; and

WHEREAS, unwanted medicines left in the home contribute to opportunities for drug abuse, drug theft, and accidental poisonings; and

WHEREAS, most medicines, when discarded, are categorized as dangerous waste under the Washington State Dangerous Waste regulations (Chapter 173-303 WAC); or hazardous waste under the federal Resource Conservation and Recovery Act (RCRA) (42 USC 6901), or both; and

WHEREAS, medicines disposed of by flushing into sewers are not completely treated or removed by sewage treatment facilities, or onsite sewage systems, allowing pharmaceuticals to be released into the environment; and

WHEREAS, medicines disposed of in the garbage are not secure from theft , or may eventually end up in landfill leachate which may be sent to sewage treatment facilities, eventually allowing pharmaceuticals to be released into the environment; and

WHEREAS, the White House Office of National Drug Control Policy recommends encouraging and providing for proper disposal of medicines as a key element for the prevention of prescription drug abuse in its 2012 National Drug Control Strategy; and

WHEREAS, the Drug Enforcement Administration, the White House Office of National Drug Control Policy, the Food & Drug Administration, and the Environmental Protection Agency recommend medicine return programs as a more secure and environmentally safe disposal method than throwing pharmaceuticals in trash; and

WHEREAS, nine city police stations, twelve Bartell Drug retail pharmacies, and twelve Group Health clinical pharmacies in King County currently offer medicine take-back and use approved security protocols to prevent theft, but none exist in the City of SeaTac and the county lacks a comprehensive and convenient medicine take-back system; and

WHEREAS, communities are struggling to implement and finance programs to address the public safety impacts of leftover medicines in residents' homes and the environmental impacts of improper disposal of unwanted medicines; and

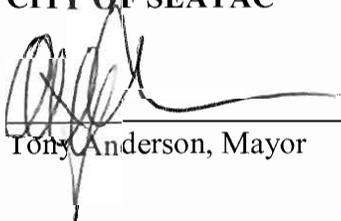
WHEREAS, pharmaceutical manufacturers currently operate and fund successful medicine return systems in Canada and several countries in Europe.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SEATAC, WASHINGTON HEREBY RESOLVES as follows:

The SeaTac City Council encourages the King County Board of Health to establish a convenient, safe, secure, and environmentally sound medicine return program for unwanted medicines from households through a pharmaceutical manufacturer financing mechanism that covers the cost of collection, transportation, and disposal, and does not rely on local government funding.

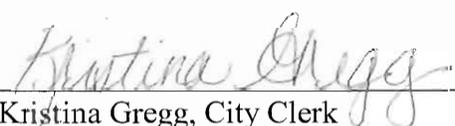
PASSED this 23rd day of October, 2012 and signed in authentication thereof on this 23rd day of October, 2012.

CITY OF SEATAC



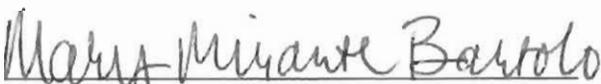
Tony Anderson, Mayor

ATTEST:



Kristina Gregg, City Clerk

Approved as to Form:



Mary E. Mirante Bartolo, City Attorney

[Medicine Return Program]

RESOLUTION NO. 12-011

A RESOLUTION of the City Council of the City of SeaTac, Washington, adopting the City of SeaTac 2013–2018 Capital Improvement Program.

WHEREAS, the Washington State Growth Management Act of 1990 requires cities to prepare a comprehensive plan that must include a six year plan on how the city will finance capital facilities within projected funding capacities and identify sources of public funding for such purposes; and

WHEREAS, the Capital Improvement Program assists in meeting this requirement by identifying both projects and funding sources; and

WHEREAS, a Capital Improvement Program promotes governmental efficiency by planning, coordinating and scheduling long-range projects; and

WHEREAS, a Capital Improvement Program assists the City Council and staff in guiding long-range development; and

WHEREAS, a Capital Improvement Program assists in setting city financial and capital priorities; and

WHEREAS, it is recognized that the 2013-2018 Capital Improvement Program is a six year “plan” only, and is subject to change; and

WHEREAS, only the first two years of the Capital Improvement Program is adopted by the City Council in its biennial budget ordinance;

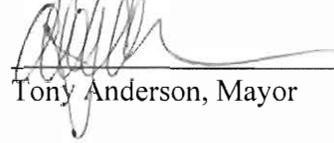
NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SEATAC, WASHINGTON, HEREBY RESOLVES as follows:

Section 1. The City of SeaTac 2013-2018 Capital Improvement Program is adopted by reference as a guide for future capital improvement projects and policies.

Section 2. The City Manager is directed to submit updates of the Capital Improvement Program as necessary to the City Council for review and adoption.

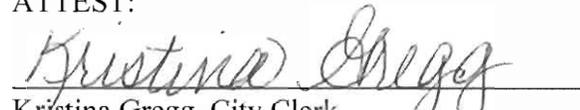
PASSED this 26th day of November, 2012, and signed in authentication thereof on this 26th day of November, 2012.

CITY OF SEATAC



Tony Anderson, Mayor

ATTEST:



Kristina Gregg, City Clerk

Approved as to Form:



Mary E. Mirante Bartolo, City Attorney

[2013–2018 Capital Improvement Program]

RESOLUTION NO. 12-012

A RESOLUTION of the City Council of the City of SeaTac, Washington authorizing the City Manager to terminate membership in the Cities Insurance Association of Washington (CIAW), and authorizing the City Manager to acquire insurance for the City through Bannon, Carlson & Kessel, Inc..

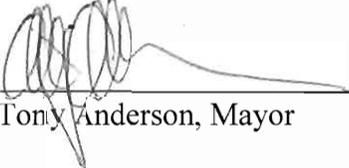
WHEREAS, the City Council has determined that it is appropriate for the City to terminate its membership in the CIAW risk pool, and acquire appropriate insurance through the private market utilizing the services of Bannon, Carlson & Kessel, Inc.;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SEATAC, WASHINGTON HEREBY RESOLVES as follows:

1. The City Manager is authorized to execute any necessary documents to terminate the City's membership in CIAW and acquire insurance through the private market utilizing the services of Bannon, Carlson & Kessel, Inc.;
2. The termination of such membership shall coincide with the City's acquisition of insurance through the private insurance market consistent with budget appropriations. At no time shall the City be uninsured, and termination in CIAW shall not be effective until such time as the City has private market insurance coverage.

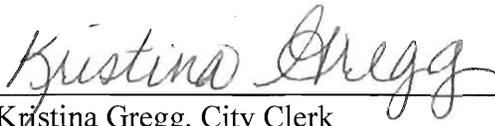
PASSED this 26th day of November, 2012 and signed in authentication thereof on this 26th day of November, 2012.

CITY OF SEATAC



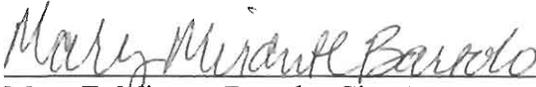
Tony Anderson, Mayor

ATTEST:



Kristina Gregg, City Clerk

Approved as to Form:



Mary E. Mirante Bartolo, City Attorney

[Terminate CIAW--2012]

RESOLUTION NO. 12-013

A RESOLUTION of the City Council of the City of SeaTac, Washington approving a one-year extension of the 2010 through 2012 collective bargaining agreement between the City of SeaTac and International Association of Fire Fighters, Local #2919.

WHEREAS, the International Associations of Fire Fighters (IAFF), Local #2919 has been certified as the bargaining representative for the non-exempt, uniformed Fire Fighters, Captains and Battalion Chiefs of the City of SeaTac Fire Department; and

WHEREAS, the City's current collective bargaining agreement with IAFF, Local #2919 governing wages, hours and working conditions for the covered employees will expire on December 31, 2012; and

WHEREAS, the City and the Union bargaining representatives have reached mutual tentative agreement on a one-year extension of the current collective bargaining agreement, effective from January 1, 2013 through December 31, 2013; and

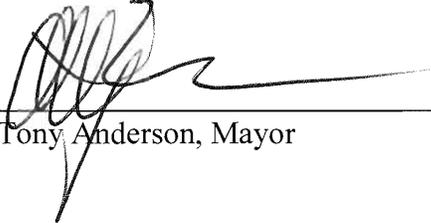
WHEREAS, the IAFF, Local #2919 has ratified the tentative agreement.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SEATAC, WASHINGTON HEREBY RESOLVES as follows:

The collective bargaining agreement for 2010 through 2012 by and between the City of SeaTac and the International Association of Fire Fighters, Local #2919 shall be extended by one year from January 1, 2013 through December 31, 2013 with the terms as negotiated and agreed upon by and between the parties. A copy of this one-year extension agreement is attached hereto as Exhibit "A," is incorporated herein by this reference, is hereby approved, and the City Manager is authorized to execute the same on behalf of the City.

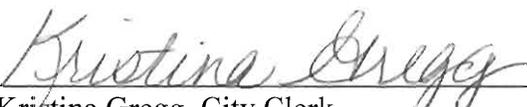
PASSED this 11th day of December, 2012, and signed in authentication thereof on this 11th day of December, 2012.

CITY OF SEATAC



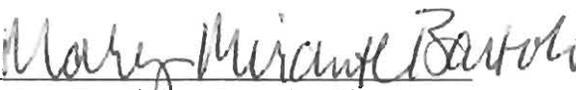
Tony Anderson, Mayor

ATTEST:



Kristina Gregg, City Clerk

Approved as to Form:



Mary E. Mirante Bartolo, City Attorney

[IAFF 2013 CBA Extension]

DRAFT #3

EXHIBIT A

MEMORANDUM OF UNDERSTANDING

By and Between

THE CITY OF SEATAC

And

INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS (IAFF), LOCAL #2919

2013 Labor Contract Extension

This Memorandum of Understanding ("MOU") memorializes the agreement between the City of SeaTac ("City") and the International Association of Fire Fighters (IAFF), Local #2919 ("Union"). The parties have reached mutual agreement to the following, which shall ~~control and supersede~~ extend the current 2010-2012 collective bargaining agreement ("CBA") between the parties and amend the CBA with regard to the provisions outlined in Section 2 below.

SECTION 1. PURPOSE

WHEREAS, the current CBA, is due to expire on December 31, 2012,

WHEREAS, the parties have a mutual interest in extending the current contract through December 31, 2013,

WHEREAS, employees of the bargaining unit deferred their COLA increases in 2010 and 2011 in light of the City's financial difficulties during those years, and the bargaining unit has asked to be made whole for such deferment, and the City is appreciative of the employees' assistance during its difficult financial period,

NOW THEREFORE, the parties have met, discussed these matters, and have agreed to the following.

SECTION 2. CHANGES TO THE 2010-2012 CBA

A. COST OF LIVING ADJUSTMENT (COLA) for 2013:

1. Current Article 9 – WAGES, Section 9.01 states, "Monthly wages for all employees in the bargaining unit, for the term of this contract shall be in accordance with Appendix B."
2. Add the following to Appendix B of the CBA:
"Wage Level – Effective January 1, 2013
Effective January 1, 2013, the 2012 wage schedule shall be increased by two point seven percent (2.7%) for 2013 wages."

B. PAYMENT of 2010 and 2011 WAGE DEFERRAL:

1. Current Appendix B states:

“Wage Level – Effective December 1, 2010

Wages increased in 2010 by two point three eight percent (2.38%) over 2009 wages. Whereas, the City is experiencing financial difficulties, the bargaining unit agrees to receive their 2.38% wage increase effective December 1, 2010 in lieu of January 1, 2010.

Wage Level – Effective July 1, 2011

Wages shall increase for 2011 by one point four percent (1.4%) over 2010 wages. Whereas, the City is experiencing financial difficulties, the bargaining unit agrees to receive their 1.4% wage increase effective July 1, 2011 in lieu of January 1, 2011...”

2. Add the following to Appendix B of the CBA:

“Effective no later than thirty (30) days after the date the parties have affixed all required signatures to this MOU, each employee will be made whole for the wage deferral that was given in light of the financial difficulties the City was experiencing in 2010 and 2011.” This is intended to represent eleven (11) months of the 2.38% wage deferral in 2010, and six (6) months of the 1.4% wage deferral in 2011.

C. PARTICIPATION IN THE HEALTH CARE TASK FORCE:

1. Current Article 11 – INSURANCE BENEFITS, Section 11.04 Periodic review of plans

states, “The City may periodically review all medical and dental insurance plans and the City reserves the right to change plans, brokers and companies with the Union’s mutual consent. The intent is to provide similar and adequate insurance coverage while controlling premium cost. The Union agrees to work with the City to explore alternatives for health care insurance for 2013 and beyond.”

2. Add the following to Article 11, Section 11.04:

“The parties will collaboratively participate in a Health Care Task Force to explore health care insurance options for employees of the City. Participation does not waive the parties’ rights to bargain under RCS 41.56.”

D. MEDICAL PREMIUMS

The current Article 11 – INSURANCE BENEFITS, Section 11.04 Medical premiums shall be edited as follows:

Effective January 1, ~~2010-2013~~, employees shall pay a portion of the monthly medical insurance premium for the AWC HealthFirst Plan according to the following table. The City shall pay the balance of the premium.

Coverage	Medical Premium (per month)
Employee	\$41 <u>50</u>
Employee & Spouse	\$91 <u>110</u>
<u>Employee, Spouse</u> + 1 Dependent	\$115 <u>136</u>

Employee, Spouse + 2 or > Dependents	\$ 135 <u>160</u>
Employee and 1 Dependent	\$ 64 <u>81</u>
Employee and 2 Dependents	\$ 84 <u>103</u>

E. CITY CONTRIBUTION TO MERP:

The current Article 16 – RETIREMENT, Section 16.02 Medical Expense Reimbursement Plan (MERP) Benefit Trust shall be edited as follows effective January 1, 2013:

“The City shall pay the premium amount of ~~\$75.00~~ \$150.00, for each employee to the Premium Reimbursement Plan of the Washington State Council of Fire Fighters Employee Benefit Trust. The City shall submit these payments on a monthly basis as designated by the Union.

Contribution amounts shall be determined by the plan’s Board of Trustees. If the total contribution amount increases from ~~\$75.00~~ \$150.00, the employee shall be responsible for the difference between the City’s ~~\$75.00~~ \$150.00 contribution and the total amount of the contribution. The City shall receive written notice of any change in the contribution amount at least thirty (30) days prior to the effective date of change. The Union shall be responsible for ensuring that the plan is eligible for tax-deferred contributions. Participating members shall be responsible for ensuring that their total tax-deferred contributions in any calendar year are within legal limitations. All members of the Union who have participated in the Medical Expense Reimbursement Plan for not less than one (1) month, prior to being promoted or reassigned to a non-represented position, will continue to be plan participants until they are no longer employed by the City. These employees will continue to have appropriate contribution amounts deducted in the same manner as the Union.

The Union agrees to indemnify, defend, and hold the City of SeaTac harmless from any and all liability, claims, demands, suits or any other loss, damage, or injury to persons or property arising from or related to the provisions of this section.”

F. ONE-YEAR EXTENSION OF DURATION OF AGREEMENT:

The current Article 33 – DURATION OF AGREEMENT shall be edited as follows:

“THIS AGREEMENT shall be in full force and effect from January 1, 2010 and shall continue through December 31, ~~2012~~ 2013.”

SECTION 3. MISCELLANEOUS

- A. To the extent this MOU conflicts with any provisions of the CBA or City policies/procedures, this MOU shall control from January 1, 2013 to December 31, 2013.
- B. The parties acknowledge that all parties have fulfilled their obligations to engage in collective bargaining over the subjects contained in this MOU.

C. Any dispute regarding the interpretation and/or application of this Agreement shall be handled pursuant to the terms of the CBA's grievance procedures.

~~D. This MOU shall not be interpreted to create a past practice nor shall it set precedence for either party.~~

SECTION 4. SIGNATURES

By signature below, all parties agree that the above represents the parties' full and entire agreement with regard to the ONE-YEAR EXTENSION OF THE CURRENT CBA through December 31, 2013.

Signed this _____ day of December 2012.

FOR THE CITY:

FOR THE UNION:

Todd Cutts, City Manager

Keven Rojecki, President
SeaTac Fire Fighters Union Local #2919

Anh Hoang, Human Resources Director

Jeromy Waddell, Secretary/Treasurer
SeaTac Fire Fighters Union Local #2919

Tony Anderson, Mayor

Approved as to Form:

Mary Mirante-Bartolo, City Attorney

Attest:

Kristina Gregg, City Clerk