



Transportation & Public Works Committee Meeting Agenda AGENDA

Thursday, July 19, 2018

4:30 PM to 6:00 PM

SeaTac City Hall – Riverton Room

Councilmembers:

Peter Kwon, Chair

Rick Forschler

Pam Fernald

A quorum of the Council may be present

Staff Coordinators: Will Appleton, Public Works Director; Florendo Cabudol, City Engineer;

TIM E	TOPIC	PROCESS	WHO	TIME
1	Call to order		Chair	
2	Public Comment	Please raise your hand if you'd like to speak. Public comments are limited to 10 minutes total, 3 minutes per individual. Time may be reduced for each speaker in order to stay within the overall 10 minute time limit.	Chair	10
3	Review Prior Meeting Minutes	Review minutes from prior meetings: <ul style="list-style-type: none"> • May 31 Special T&PW • June 21 Special T&PW • June 25 Special T&PW 	Chair	5
4	Transportation Concurrency	Discussion/Action Presentation by Transpo Group	Will Appleton	20
5	WSDOT Interlocal Agreement – SR 509 Project	Discussion/Action	Will Appleton	20
6	Autonomous Vehicles Resolution	Discussion/Action	Will Appleton	20
7	Adjourn	Adjourn Meeting	Chair	



Transportation & Public Works Special Committee Meeting Minutes

Approve Prior
Meeting Minutes

Thursday, May 31, 2018
4:00 pm to 5:30 pm
SeaTac City Hall – Riverton Room 128

Commenced: 4:05 PM
Adjourn: 5:14 PM

<u>Councilmembers:</u>	<u>Present</u>	<u>Absent</u>
Peter Kwon, Chair	X	
Rick Forschler	X	
Pam Fernald	X	

Other Council members present: Clyde Hill; Joel Wachtel

Staff Coordinators: Will Appleton, Public Works Director; Florendo Cabudol, City Engineer
Other Staff Members Present: Janet Mayer, Asst. City Engineer; Hien Nguyen, Civil Engineer 1; Mark Johnsen, Sr. Asst. City Attorney; Joe Scorcio, City Manager; Larry Ellis, Parks & Community Services Director

ITEM	TOPIC	PROCESS	Notes
1	Call to order		
2	Public Comment	<p>Please raise your hand if you'd like to speak. Public comments are limited to 10 minutes total and 3 minutes per individual speaker. Time may be reduced for each speaker in order to stay within the overall 10 minute time limit.</p> <p>Public Comment: CM Fernald mentioned that she was contacted by Seattle City Light regarding trimming of trees on her street soon. CM Fernald stated that SCL told her is illegal to hire your own arborist to trim trees due to electrical wires. SCL seemed willing to work with concerned homeowners regarding their specific tree concerns.</p>	
3	Approval of Prior Minutes	May 17 TPW Minutes were approved	
4	2018 Overlay Project	Action/Recommendation	

		<p>This project is out for bid; bid opening is June 8; will be brought before Council on June 12.</p> <p>City staff presented the required and/or recommended project elements that have raised the level of this project from a simple overlay to more of an improvement project, including necessary rubble-ization of the concrete panels in the traveled way on Military Road; and the addition of S 200th & 26th Ave S Intersection improvements in order to secure Sound Transit funds to pay for the ADA ramps at this location.</p> <p>Other elements include the addition of sidewalk and bike lanes to be consistent with the City's Transportation Master Plan; the addition of water quality treatment which was not included in the original estimate; the addition of two radar speed feedback signs; and traffic control consistent with the volume and complexity of traffic along this corridor.</p> <p>An average of \$920,000 per overlay project was identified in the City's latest Pavement Management Program. This particular roadway section, with the added elements, will cost an additional \$1,751,000. There are sufficient funds in the 102 Street Fund to cover the additional amount.</p> <p>Staff will be asking Council for approval to award the project at the June 12 Council Meeting and approve the additional budget adjustment.</p>		
5	South 166 th Street Sidewalk Project Approval	<p>Action/Recommendation</p> <p>This project is close to complete design and staff is preparing to advertise for bid. An additional amount of funds will be asked for from the 102 Street Fund, due to additional elements added to this sidewalk project. The added elements of this project include: additional design funds due to departure of a key staff member during design phase; the addition of pedestrian lighting and landscaping</p>		

		<p>following recommendation from the Sidewalk Committee; the addition of a 4-way LED flashing stop intersection; and consultant for construction management phase due to staffing issues. The additional elements support economic development, and add to property values.</p> <p>The committee supports bringing the project forward to June 12 council meeting for information, and on June 26 for approval.</p>		
6	Adjourn			



Transportation & Public Works Special Committee Meeting Minutes

**Approve Prior
Meeting Minutes**

Thursday, June 21, 2018
4:00 pm to 6:00 pm
SeaTac City Hall – Riverton Room 128

Commenced: 4:00 PM
Adjourn: 6:13 PM

<u>Councilmembers:</u>	<u>Present</u>	<u>Absent</u>
Peter Kwon, Chair	X	
Rick Forschler	X	
Pam Fernald	X	

Other Council members present: Clyde Hill; Joel Wachtel

Staff Coordinators: Will Appleton, Public Works Director; Florendo Cabudol, City Engineer
Other Staff Members Present: Mark Johnsen, Sr. Asst. City Atty.; Steve Pilcher, Planning Manager; Ali Shasti, Engineering Dev Review Manager; Larry Ellis, Parks and Community Programs Manager; Anna Yost, GIS Coordinator; Justin Rich, GIS Coordinator; Colum Lang, Civil Engineer

ITEM	TOPIC	PROCESS	Notes
1	Call to order		
2	Public Comment	No Public Comment was made	
3	LID Infeasibility Outfacing Web Maps	<p>Informational Update by Don Robinett, Stormwater Compliance Manager.</p> <p>Final print maps for display have been received by the consultant; they do not get down to the parcel level.</p> <p>Outfacing web maps have been created and received by the City; final review of the maps is underway by the GIS team. They do get down to the parcel level, for use by developers.</p> <p>Next steps: GIS integration; customization; changes to application for development review; press release and articles; in-house training.</p>	

Approve Prior Meeting Minutes

		Comment was made to send information to the Puget Sound Business Journal.		
4	Scoping for Vehicle Trip SWM Rate Study	<p>Proposal has been made by FCS Group, to scope the feasibility of using vehicle trips to obtain stormwater rates.</p> <p>Single Family Residences – will probably not go lower.</p> <p>Other categories will probably go higher based on vehicle impacts.</p> <p>Issues with assessing the Port of Seattle differently – due to ILA, and the fact that many trips to the airport come through outside freeways.</p> <p>WSDOT highway ramps assessment are regulated by RCW.</p> <p>Staff asked Committee for their recommendation about putting this project in this year’s budget, or in the next two year budget (2019/2020).</p> <p>The study is anticipated to be \$49,000.00.</p> <p>The committee recommended to move forward on this study right away.</p>		
5	6-Year Transportation Improvement Program	<p>City Engineer Florendo Cabudol presented this year’s 6-Year Transportation Improvement Program (TIP) to the Committee, covering the years 2019 – 2024. It includes projects that have emerged or risen in priority, and presents types of projects in the City’s regular programs, including sidewalk projects, annual overlay program, and commute trip reduction. The State-required 6-Year TIP allows jurisdictions to coordinate projects with one another when possible.</p> <p>Current projects that are planned and funded were reviewed.</p> <p>The Committee recommended the 6-Year TIP to move forward to Council for approval and adoption in July, following a Public Hearing scheduled for June 26.</p>		
6	Recology China Sword Issue	Two executives from Recology CleanScapes – Kevin Kelly, General Manager and Quick Apuzzo, Waste Zero		

		<p>Manager, attended the meeting to answer questions.</p> <p>Public Works Director Will Appleton presented the topic of China's recently adopted National Sword Policy, which limits the sale of recycled products to China. China has further adopted the Blue Sky Policy, which has zero tolerance for dirty recyclables.</p> <p>These actions have created market collapse for our garbage/recycle haulers, as there is now less or no value for our recyclables. Recology CleanScapes is asking for some sort of contract relief in the form of temporary surcharge to its customers. The City has a contract with Recology through May 2019.</p> <p>In order to cover the topic more thoroughly, the Committee has set up a Special Transportation & Public Works meeting for Monday, June 25, at 4pm.</p>		
7	Small Cell Franchises	<p>Mobilite, Verizon, and AT&T have applied for small cell franchises to install small cell sites in the City. This is a new topic for the City of SeaTac, and has been under thorough review.</p> <p>A description of small cell sites was presented, with a number of photo examples.</p> <p>Representatives from all three companies attended, and answered a variety of questions, including how many utilities' small cell units can be placed on a single pole (just one).</p> <p>The Committee approved the topic moving forward to June 26 council for further questions/discussion, and to July for action on the franchise agreements.</p>		
8	Adjourn			



**Transportation & Public Works
Special Committee Meeting
Minutes**

Thursday, June 25, 2018
4:00 pm to 5:00 pm
SeaTac City Hall – Riverton Room 128

Commenced: 4:03 PM
Adjourn: 5:00 PM

<u>Councilmembers:</u>	<u>Present</u>	<u>Absent</u>
Peter Kwon, Chair	X	
Rick Forschler	X	
Pam Fernald	X	

Other Council members present: Joel Wachtel; Clyde Hill

Staff Coordinators: Will Appleton, Public Works Director; Florendo Cabudol, City Engineer
Other Staff Members Present: Mark Johnsen, Sr. Assistant City Attorney
Recology Staff Present: Kevin Kelly, General Manager; Quinn Apuzzo, Recology CleanScapes Waste Zero Manager
Member of the Press

ITEM	TOPIC	PROCESS	Who
1	Call to order		
2	Public Comment	No public comments made	
3	Recology China Sword Issue	<p>Action</p> <p>The meeting was convened at 4:03pm by Committee Chair Peter Kwon. There was no public comment</p> <p>Chair Kwon open the meeting by welcoming everyone in attendance and introduced the topic to be discussed, "the impact of the China Sword Policy on our Solid Waste contractor, Recology CleanScapes. Representatives for Recology CleanScapes were present to answer questions from the committee.</p> <p>Mr. Appleton provided a brief overview of why the topic is before the committee: To discuss the impacts of the China National Sword Policy (a policy put into place by the Chinese</p>	

Approve Prior Meeting Minutes

		<p>Government reducing the acceptable level of contamination within recyclable commodities - aluminum, plastics, mixed paper, etc. - allowed into the country), on the City's Solid Waste and Recycling contractor, Recology CleanScapes. Proposed mitigation measures intended to provide relief to Recology CleanScapes were discussed.</p> <p>The committee asked that all options be considered with respect to providing Recology with "relief". The committee recognized that Recology is doing a good job for the City and it's residents and is open to finding a way to keep Recology viable in this market, up to and including the possibility of a temporary surcharge on solid waste services.</p> <p>CM Kwon pointed out that the US is a minimum of 5-years out from being able to handle it's own waste if investments were to be made today.</p> <p>CM Forschler acknowledged the problem faced by Recology and emphasized that he would like to see a long term solution that involves more automation to reduce the cost of sorting associated with recyclables. CM Forschler noted that a shorter term solution is needed in the interim and would like to see our contractor stay viable thru this difficult cycle.</p> <p>Recology response to CM Forschler: Company is currently looking into ways of improving automation and has been exploring what has been done around the county. Recology believes there are capital improvements that can be made to help reduce their costs.</p> <p>CM Fernald expressed concern about any cost increases for our residents, especially our most financially vulnerable populations. While acknowledging that a surcharge may be</p>		
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		<p>need, CM Fernald asked that low income residents not be subject to any increases. CM Fernald also stressed that education and outreach should be used to the maximum extent practicable to help address the contamination of recyclables. Also, any surcharge must be sunset or limited.</p> <p>CM Wachtel expressed his desire to ensure that Recology is appropriately reciprocates with respect to any relief the City provides to their business, recognizing the Recology is a private business.</p> <p>It was noted that approximately 4700 households in the City of SeaTac recycle.</p> <p>CM Hill asked if incineration has been considered, specifically to allow for power generation. Recology noted that this is precluded by both the King County solid waste comprehensive plan and the fact that material would need to be hauled to Eastern Washington.</p> <p>It was noted that if no relief is provided to Recology they will need to strictly implement the terms of the contract, which will result in a much higher rejection rate of recycle bins having contamination.</p> <p><u>Guidance from the Committee included:</u></p> <ul style="list-style-type: none">• Look at all options available to help Recology weather the storm• Provide outreach to our stakeholders and gather feedback (residents and business)• Any surcharges would have to be sunset• Explore ways that Recology can provide additional benefit to the City		
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Approve Prior Meeting Minutes

		<ul style="list-style-type: none">Continue to coordinate with other cities/entities served by Recology to identify the most equitable, defensible and acceptable path forward.		
8	Adjourn	Chair adjourns meeting		



MEMORANDUM

To: Transportation and Public Works Committee
From: William Appleton, Public Works Director
Date: 7/19/18
Subject: Transportation Concurrency Permit Process

Purpose:

Establish a Transportation Concurrency Permit Process for the City of SeaTac to better meet requirements of the Growth Management Act (GMA) and increase predictability and consistency for both staff and the development community.

Background:

Transportation concurrency is one of the goals of the Growth Management Act (GMA) and refers to the timely provision of public transportation facilities and services relative to the demand for them. To maintain concurrency means that adequate public facilities are in place to serve new development as it occurs or within a specified time period (6 years for the State of Washington); improvements are then “concurrent with development”.

The concurrency test uses a city’s adopted level of service standards (LOS) as identified in their Comprehensive Plan as a basis for determining whether new development can proceed. Each development or redevelopment that generates new P.M. peak hour trips is required to submit an application for and pass concurrency before completing other land use processes.

To date, the City of SeaTac has addressed concurrency through the State Environmental Policy Act (SEPA), an approach that lacks predictability, transparency and consistency for the developer. Additionally, this approach does not allow for effective cost recovery by the engineering review division.

Staff has been working with our on-call Transportation Services consultant, Transpo Group, to develop a concurrency program that will enable engineering review staff to more consistently and effectively implement and track concurrency, improve engineering review cost recovery and better serve the development community. Following a review and evaluation of current level of service (LOS), concurrency standards, and LOS standards and transportation concurrency management methods likely to best meet City objectives, a hybrid concurrency approach has been identified for further consideration.

Once adopted, the Engineering Review Division of CED would administer and implement the program on a cost recovery basis. The increase in staff time spent on implementing the concurrency program would be offset by the reduction in time spent on reviewing transportation impact analyses (TIA) and SEPA documentation. Implementation of a concurrency program will allow staff to perform the same level of work in a more effective, consistent and predictable manner.

City of SeaTac

Concurrency Program Update

Presented by

transpo group 





Outline

1. Quick Overview

2. Front End

- What the City will have to do with developer application

3. Back End

- The analysis that is behind the spreadsheet tool used in the front end. Also discuss the annual maintenance efforts.



Concurrency Program Broad Objectives





Program Options

Pros

Cons

Corridor Level Intersection

Simple methodology, limited data collection

Does not measure conditions for walking, biking or transit.

Arterial Travel Time

Easy to communicate, measure of "real experience", broader set of project improvements

Does not measure multimodal conditions, data collection can be expensive

System Completeness

Provides direction evaluation of growth compared to goals set in comp plan

Does not provide measure of 'user experience'

Hybrid (Travel Time and System Completeness)

Relatively easy to communicate, measures real experience

Provides measure of user experience and accounts for multimodal conditions



Corridor Travel Time & Non-Motorized Completeness

Potential Mitigation Options

- Intersection/Signal Improvements
- ITS improvements
- Access Management
- Non-Motorized Projects



Corridor & District Overview

North District

1. S 128th St
2. Des Moines Memorial Dr
3. Military Rd S
4. S 156th/154th St

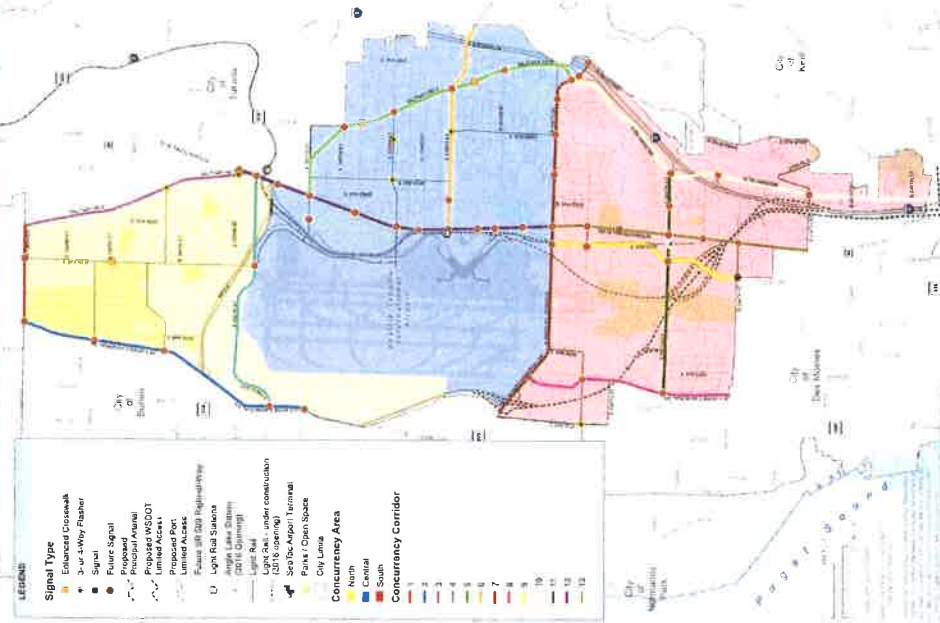
Central District

1. Military Rd S
2. S 176th St
3. *International Blvd (State Highway)*

South District

1. S 188th St
2. Des Moines Memorial Dr
3. 24th/26th/28th Ave S
4. Military Rd S
5. S 200th St

FIGURE 4-1: ROADWAY FUNCTIONAL CLASSIFICATION & SIGNAL LOCATIONS



FRONT END



Concurrency Process





Concurrency Process



DEVELOPER APPLICATION

NAME
ACME DEVELOPMENT

LOCATION
123 W MAPLE ST

LAND USE TYPE
APARTMENTS

NUMBER OF UNITS
50





Concurrency Process



DEVELOPER APPLICATION

NAME ACME DEVELOPMENT
LOCATION 123 W MAPLE ST
LAND USE TYPE APARTMENTS
NUMBER OF UNITS 50





Concurrency Process



DEVELOPER APPLICATION
NAME ACME DEVELOPMENT
LOCATION 123 W MAPLE ST
LAND USE TYPE APARTMENTS
NUMBER OF UNITS 50

ACME DEVELOPMENT
123 W MAPLE ST

APARTMENTS
50

CORRIDOR	CORRIDOR TRIPS		
	A	B	C
BEGINNING BALANCE	500	400	300
DISTRICT PERCENT COMPLETE BONUS	20	100	250
AVAILABLE TRIPS	520	500	450
123 WEST MAPLE STREET	15	30	5
REMAINING BALANCE	355	445	395



Concurrency Process



ACME DEVELOPMENT
123 W MAPLE ST

APARTMENTS
50

CORRIDOR	A	B	C
BEGINNING BALANCE	500	400	300
DISTRICT PERCENT COMPLETE BONUS	20	100	250
AVAILABLE TRIPS	520	500	450
123 WEST MAPLE STREET	15	30	5

REMAINING BALANCE

355

445

395



Concurrency Register

Are There Vehicle Trips Left?

- Vehicle trip bank from arterial travel time analysis (all corridors)
- Vehicle trip bonus bank from percent complete non-motorized network (district)

ACME DEVELOPMENT 123 W MAPLE ST		APARTMENTS # 50	
CORRIDOR TRIPS			
CORRIDOR	A	B	C
BEGINNING BALANCE	500	400	300
DISTRICT PERCENT COMPLETE BONUS	20	100	250
AVAILABLE TRIPS	520	500	450
123 WEST MAPLE STREET	15	30	5
REMAINING BALANCE	355	445	395



Concurrency Process



If YES, then passed concurrency

If NO, then what can developer do?

- Reduces the scale and traffic impacts of the development,
- Proposes phasing for the project to meet the concurrency standards, or
- Proposes mitigation acceptable to the City.



Concurrency and the TIA

- Concurrency Application Acts to Start TIA Scope Discussion
- SEPA vs Concurrency
 - SEPA TIA is focused on project-level impacts (safety, access, etc)
 - Concurrency is focused on system-wide impacts
- Concurrency Program will Reduce TIA Scope

BACK END



Travel Time Corridors

North District

1. S 128th St
2. Des Moines Memorial Dr
3. Military Rd S
4. S 156th / 154th St

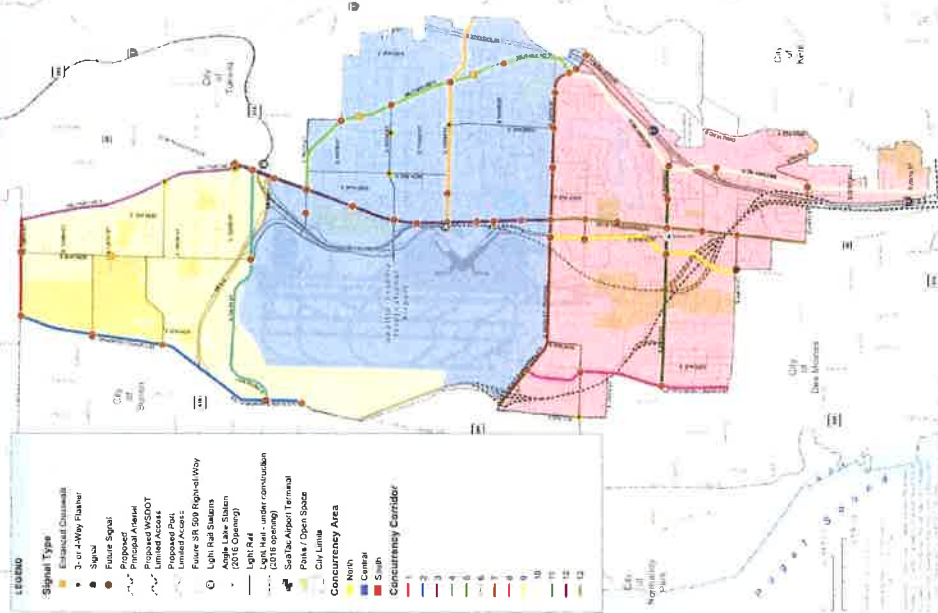
Central District

1. Military Rd S
2. S 176th St

South District

1. S 188th St
2. Des Moines Memorial Dr
3. 24th/25th/28th Ave S
4. Military Rd S
5. S 200th St

FIGURE 4-1: ROADWAY FUNCTIONAL CLASSIFICATION & SIGNAL LOCATIONS





Presented by
transpo group 



Data Collection

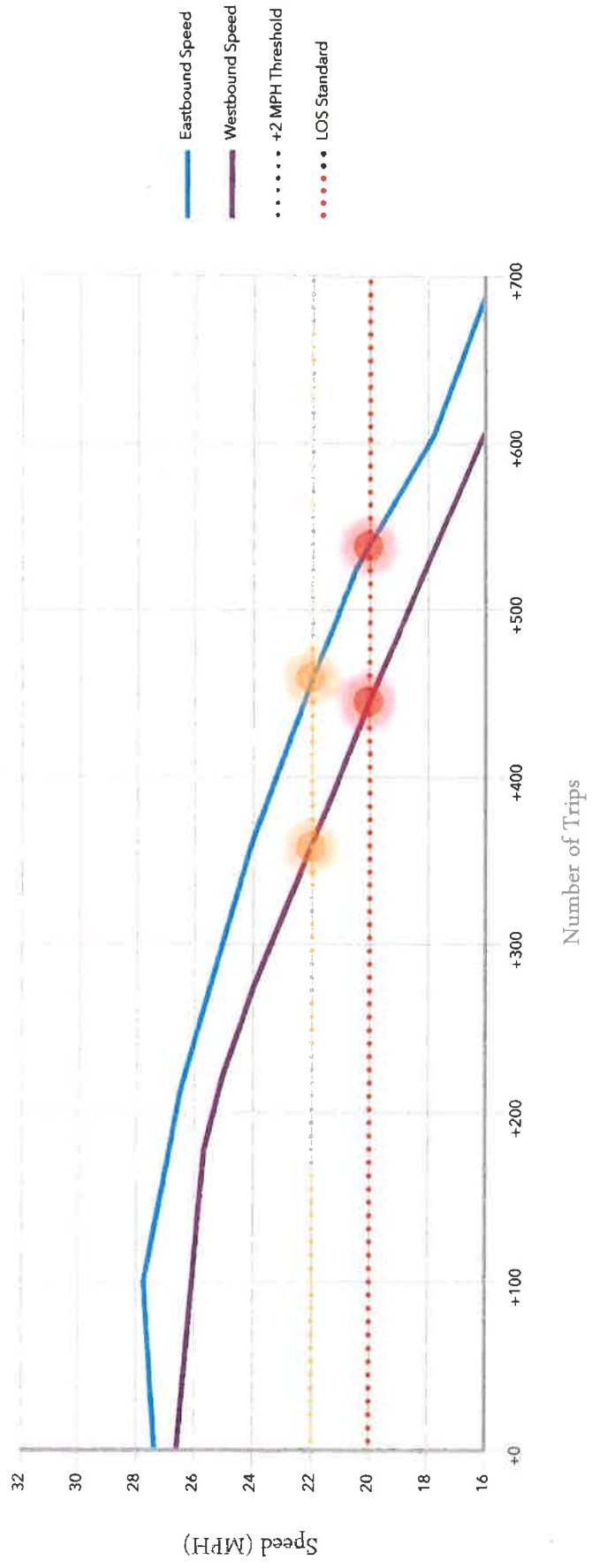
- Study Intersections
 - Traffic Signals and All-Way Stop Control
- Intersection Turning Movement Counts
 - PM peak hour all study intersections
- Intersection Signal Timing
 - PM peak hour all study intersections





Example Speed Curve

Corridor Travel Speed





Bank of Trips

- Speed curve graph
- Compare to LOS standard
- Do sensitivity test to determine number of new trips available before LOS standard is met
- Identify trip credits per project (if applicable)
- Set trip bank by corridor



Non-Motorized Districts

North District

1. S 128th St
2. Des Moines Memorial Dr
3. Military Rd S
4. S156th/154th St

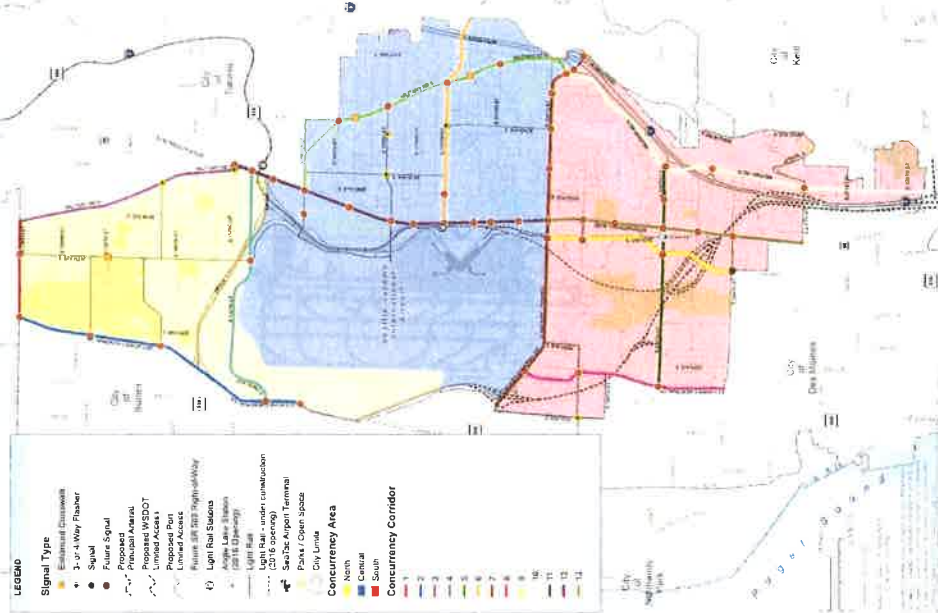
Central District

1. Military Rd S
2. S 176th St

South District

1. S 188th St
2. Des Moines Memorial Dr
3. 24th/26th/28th Ave S
4. Military Rd S
5. S 200th St

FIGURE 4-1: ROADWAY FUNCTIONAL CLASSIFICATION & SIGNAL LOCATIONS

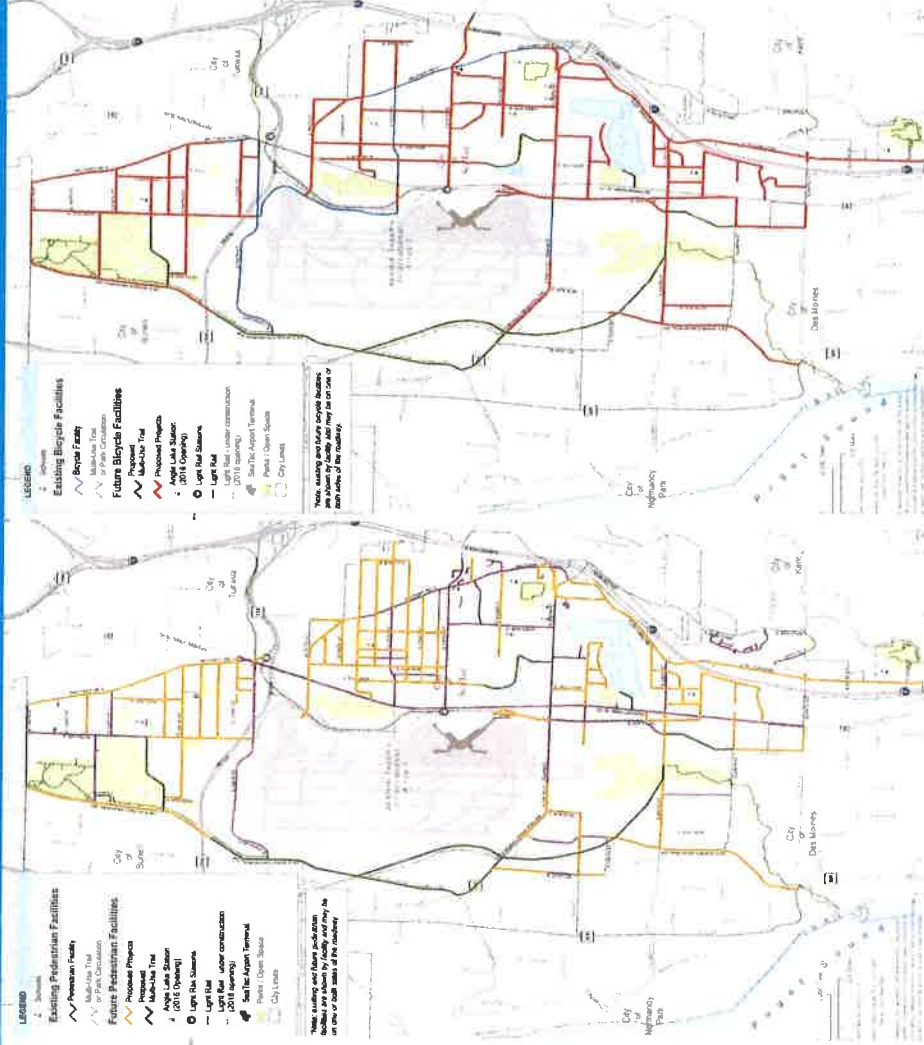




Non-Motorized Projects

What percent is the SeaTac Non-Motorized Plan complete in each district?

(One "percent complete" number for each district.)





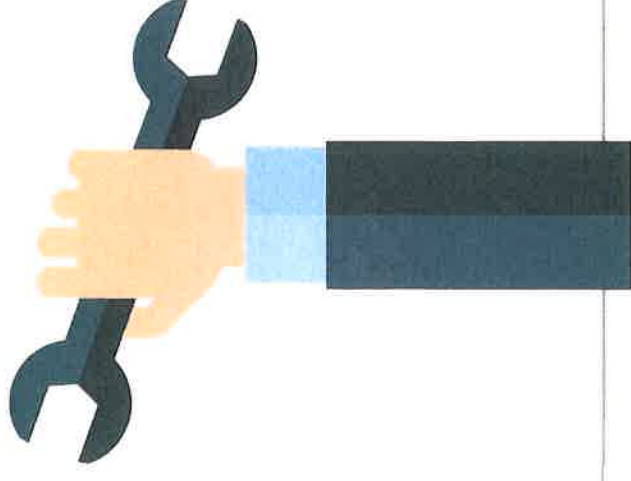
Bonus Trip Calculation





Maintaining the Back End

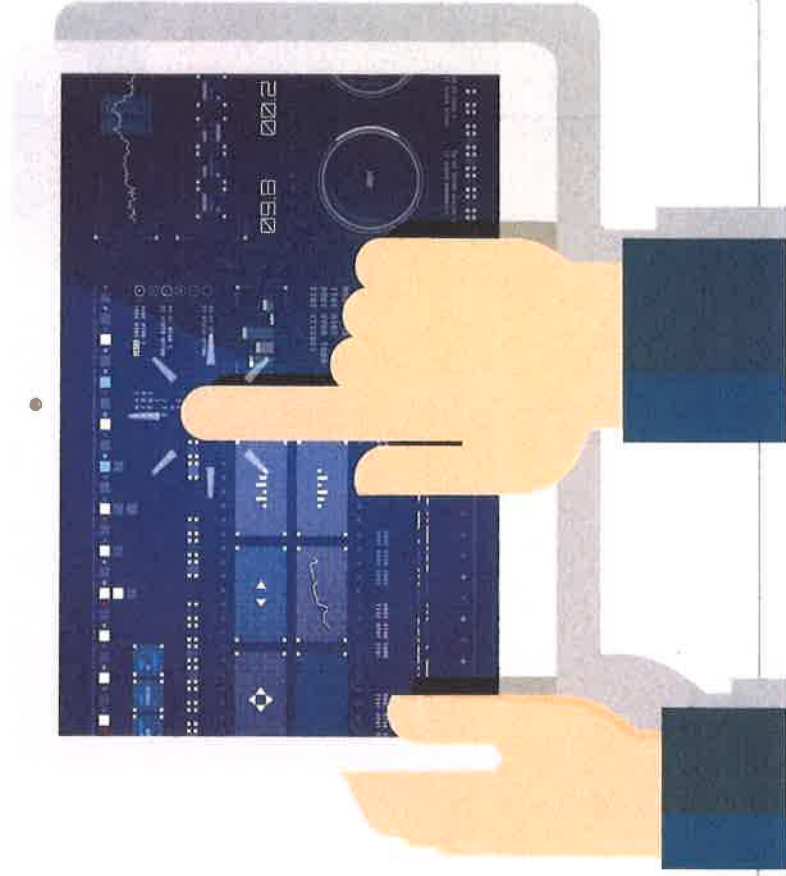
- Corridors and district definitions remain unchanged
- Add in recent projects (vehicle and non-motorized)
- Collect travel times
- Collect traffic counts and signal time
- Reevaluate register with updated information.
- Built developments would be taken off the register.
- Update cycle and process – How frequent?





Annual Report

- How much growth has been permitted?
- What multimodal capital projects have been completed?
- What is the performance of the concurrency corridors?
- How should we program the 6-Year TIP?





Next Steps

- Have we identified the correct corridors? Too many? Too few?
- Do the ped/bike districts make sense?
- Are the staff and data resource needs reasonable?

REFERENCE

EXAMPLES

Q&A



MEMORANDUM

To: Transportation and Public Works Committee
From: William Appleton, Public Works Director
Date: 7/19/2018
Subject: Draft Local Agency Interlocal Agreement with WSDOT

Purpose:

On June 28, 2018, the City entered into a Memorandum of Understanding with the Washington State Department of Transportation outlining SeaTac's commitment to the Connecting SR509 Project component of the Larger Gateway Program. In addition to the MOU, an interlocal agreement is required to identify specifically what local funding the City of SeaTac is willing to contribute to the project.

Background:

The Gateway Program is comprised of two projects, completion of SR509 in King County and SR 167 in Pierce County. Freight mobility, regional mobility, airport access and regional job and economic growth are the primary drivers behind the need to complete the Gateway Program. The City of SeaTac has long recognized the need for this project and has been a leader in supporting the SR 509 completion project; evidenced thru Resolution 07-009, to reinvest any and all construction sales tax derived from the project back into the project and Resolution 13-007 expressing the City's strong support for a 2013 transportation investment package (attached).

In July 2015, the Washington State Legislature and Governor Inslee acted to fund the Puget Sound Gateway Program through the Connecting Washington revenue package. In funding the Program, the Legislature directed that \$130 million of the 1.9 billion is to come through local funding sources. For the Program to stay on schedule, the Secretary of Transportation has been directed by the legislature to develop a Memorandum of Understanding (MOU) with local project stakeholders that identifies a schedule and approach for stakeholders to provide local matching funds for the Program (see attached Draft MOU). The deadline for having an MOU in place was July 1, 2018; this deadline was met.

With the completion of the Connecting 28th/24th project in 2017, the first project elements of the greater SR 509 project were constructed and the City of SeaTac is already seeing both job creation and other economic benefits. The Gateway Program is now picking up momentum as it enters the real estate acquisition phase with construction expected to begin in 2021. Refinement in the areas of cost estimate validation and practical design have lead to adjustments to the preferred alternative for SR 509 that now includes a full interchange at South 188th Street.

The City of SeaTac has been identified as a Tier 1 City (see attached partner assessment), or one that derives a high level of net benefits from the project, and as such SeaTac is being asked to commit to the following responsibilities: Contribute to local nexus projects; Sponsor, initiate and help write grants; Support project and grant requests, and Participate in project meetings and reviews. Additionally, Tier 1 cities are expected to provide greater cash contribution towards the local match. This is reflected in the attached MOU which commenced July 1, 2018. While the MOU identifies anticipated contributions for each of the partnering jurisdictions by project phase, the attached draft interlocal agreement outlines the proposed local funding that SeaTac will contribute to the project.

Interlocal Agreement for the Construction of the Gateway Project

This INTERLOCAL AGREEMENT (“Agreement”) is entered on this ____ day of _____, 2018 between the City of SeaTac (SeaTac) and the Washington State Department of Transportation (WSDOT), collectively referred to as “Parties” and individually referred to as “Party”

WHEREAS, pursuant to Chapter 39.34 Revised Code of Washington (RCW), the Interlocal Cooperation Act, the parties desire to enter into an agreement with one another in order to jointly establish a mutual and cooperative system to carry out their respective obligations of this Agreement for the construction of the Puget Sound Gateway Program (PROJECT).

WHEREAS, in 2015 the Washington State Legislature funded the construction of the Puget Sound Gateway Program (PROJECT) through the Connecting Washington revenue package; and

WHEREAS, in funding the PROJECT, the Legislature directed that \$130 million of the \$1.9 billion is to come through local funding sources; and

WHEREAS, the State Route 509 Completion Project is part of the PROJECT and is largely within SEATAC; and

WHEREAS, since 2007, in recognition of the local and regional benefits that the PROJECT will bring to the Puget Sound region, SEATAC has been a strong proponent and has taken an active role in completing the State Route 509 Completion Project; and

WHEREAS, in 2013 the SEATAC City Council passed Resolution 13-007 expressing its strong support for a transportation investment package inclusive of funding for the PROJECT; and

WHEREAS, the State Route 509 Completion Project now includes a full folded diamond interchange at South 188th Street and a half interchange at 28th/24th Ave South, both within SEATAC; and

WHEREAS, SEATAC has entered into a Local Funding and Phasing Memorandum of Understanding (MOU) with the Washington State Department of Transportation, commencing on July 1, 2018, acknowledging that SEATAC is one of seventeen (17) Local Agency Partners committed to provide matching funds/contributions commensurate with the benefits accrued from the project at a local level; and

WHEREAS, SEATAC is willing to contribute both matching funds and real estate towards the required local contribution;

NOW, THEREFORE, in consideration of the terms, conditions, and performances contained herein, the above recitals that are incorporated herein as if fully set forth below, IT IS MUTUALLY AGREED AS FOLLOWS:

1. PURPOSE.

- 1.1. This Agreement quantifies SEATAC's local contribution commitment to be applied towards the construction of the State Route 509 Completion Project component of the PROJECT and defines the roles and responsibilities between the Parties for delivery of the PROJECT.

2. WSDOT RESPONSIBILITIES.

- 2.1. WSDOT shall design and construct the PROJECT to be consistent with the "Proposed Design Alternative" as specified in Attachment A.
- 2.2. WSDOT shall manage implementation of the Program to minimize the duration of construction while maintaining the full scope of the Design Alternative specified in Attachment A.
- 2.3. WSDOT shall coordinate and seek concurrence from local partnering agencies on any significant deviations from the Proposed Design Alternative contemplated during implementation of the PROJECT.

3. SEATAC RESPONSIBILITIES

- 3.1. In consideration of the faithful performance of the PROJECT to be done by WSDOT, SEATAC agrees to contribute local agency matching funds to the State Route 509 Completion Project component of the PROJECT in an amount not to exceed Four Million Dollars (\$4,000,000.00) according to the following phasing schedule:

PROJECT PHASE 1: Real estate and/or cash valued in an amount not to exceed \$2,000,000.00 (Two Million Dollars) to be applied towards the SeaTac Access Nexus Project as identified in the MOU dated July 1, 2018 and the commitment letter from SEATAC to WSDOT dated April 13, 2018. Following determination of the final value of the real estate, transfer of the real estate to WSDOT will be initiated and completed upon request. Any residual value in excess of \$2,000,000.00 will be paid by WSDOT to SEATAC.

PROJECT PHASE 2: Following the receipt by SEATAC of Construction Sales Tax from the PROJECT in an amount of \$2,000,000.00 (Two Million Dollars) and upon WSDOT request, funds in an amount not to exceed \$2,000,000.00 (Two Million Dollars) will be contributed to the PROJECT by SEATAC; said funds shall be applied towards the construction of the South 188th Street Interchange Improvement Nexus Project as identified in the MOU dated July 1, 2018.

3.2. SEATAC shall not be obligated to contribute local agency matching funds in real estate and/or cash in excess of Four Million Dollars (\$4,000,000.00) for the PROJECT. If WSDOT requests additional funds from SEATAC in the future, a written amendment to this Agreement authorizing a contribution increase must be mutually agreed upon, and subject to Council approval.

4. DESIGNATED REPRESENTATIVES

4.1. All contact between the Parties, including, but not limited to, invoicing and administration for this Agreement and the WORK will be between the Designated Representatives of each Party, as follows:

4.1.1. For SEATAC: William Appleton
Public Works Director
4800 South 188th Street
SeaTac, WA 98188
(206) 973-4741
Wappleton@ci.seatac.wa.us

4.1.2. For WSDOT: Craig Stone
Program Administrator

5. FUNDING AND PAYMENT

5.1. The PHASE 1 contribution made by SEATAC shall consist of real estate and/or cash valued in an amount not to exceed \$2,000,000.00 (Two Million Dollars). WSDOT shall be responsible for all costs associated with the real estate appraisal and transfer process which is expected to be completed in 2018. If the value of the real estate is in excess of \$2,000,000.00, WSDOT shall pay to the City the difference at the time of closing the real estate transaction; if the value of the real estate is less than \$2,000,000.00 (Two Million Dollars), then SEATAC shall make up the difference in cash at the time of closing.

5.2. The Phase 2 contribution made by SEATAC, in an amount of \$2,000,000.00 (Two Million Dollars) shall occur following the receipt by SeaTac of \$2,000,000.00 (Two Million Dollars) in construction sales tax funds from the construction of the Project. Upon receipt of the required construction sales tax amount, SEATAC shall make payment to WSDOT upon request.

6. TERM

6.1. This Agreement is effective as of [REDACTED], 2018 and will terminate upon either SEATAC's fulfillment of its local match commitment of \$4,000,000.00 (Four Million Dollars), upon cancelation of the PROGRAM, or upon completion of the PROGRAM

whichever comes first. This Agreement may also be terminated sooner pursuant to Section 7, TERMINATION.

7. TERMINATION

Neither WSDOT nor SEATAC may terminate this Agreement without the written concurrence of the other Party.

7.1.1. If this Agreement is terminated by SEATAC prior to the fulfillment of the terms stated herein, SEATAC agrees to reimburse WSDOT for the actual direct and related indirect expenses and costs it has incurred for the PROJECT up to the date of termination, as well as the costs of non-cancelable obligations.

7.1.2. If this Agreement is terminated by WSDOT prior to the fulfillment of the terms stated herein, WSDOT will be responsible for the actual direct and related indirect expenses and costs it has incurred for the PROJECT up to the date of termination, as well as the costs of non-cancelable obligations.

7.1.3. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.

8. AMENDMENT

8.1. This Agreement may be amended or modified only by the mutual agreement of the Parties. Such amendments or modifications shall not be binding unless they are in writing and signed by persons authorized to bind each of the Parties

9. INDEMNIFICATION AND HOLD HARMLESS.

Indemnity and Hold Harmless

To the extent permitted by law, WSDOT and the City shall protect, defend, indemnify, and save harmless each other, their respective officers, officials, employees, and agents, while acting within the scope of their employment as such, from any and all costs, claims, judgment, and/or awards of damages, arising out of, or in any way resulting from, Indemnifying Party's negligent acts or omissions. Neither WSDOT nor the City will be required to indemnify, defend, or save harmless each other if the claim, suit, or action for injuries, death, or damages is caused by the sole negligence of the other party. Where such claims, suits, or actions result from concurrent negligence of WSDOT and the City, the indemnity provisions provided herein shall be valid and enforceable only to the extent of WSDOT's or the City's own negligence. The WSDOT and the City agree that its obligations under this subsection extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, WSDOT and the City, by mutual negotiation, hereby waives, with respect to the other party only, any immunity that would otherwise be available against such claims under the industrial insurance provisions of Title 51 RCW. In the event that WSDOT or the City incurs any judgment, award, and/or cost arising therefrom, including attorneys' fees, to enforce the provisions of this section, all such fees, expenses, and costs shall be recoverable by the prevailing party. This indemnification shall survive the termination of this Agreement.

10. DISPUTES

10.1. In the event that a dispute arises under this Agreement, it shall be resolved as follows: The Parties shall each appoint a member to a disputes board; these two members shall select a third member not affiliated with either Party. The three-member board shall conduct a dispute resolution hearing that shall be informal and unrecorded. An attempt at such dispute resolution in compliance with the aforesaid process shall be a prerequisite to the filing of any litigation concerning the dispute. The Parties shall equally share in the cost of the third disputes board member; however, each Party shall be responsible for its own costs and fees.

11. VENUE

11.1. In the event that either Party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this Agreement, the Parties agree that any such action or proceedings shall be brought in King County Superior Court, Maleng Regional Justice Center. Further, the Parties agree that each will be solely responsible for payment of its own attorney's fees, witness fees, and costs.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Party's date signed last below:

CITY OF SEATAC

WASHINGTON STATE DEPARTMENT OF
TRANSPORTATION

By (print):

By (print):

Signature:
City Manager

Signature:
Secretary of the Department of Transportation

Date:

Date:

APPROVED AS TO FORM:

APPROVED AS TO FORM:

City Attorney

WSDOT Attorney

Date:

Date:



**Washington State
Department of Transportation**

Transportation Building
310 Maple Park Avenue S.E.
P.O. Box 47300
Olympia, WA 98504-7300
360-705-7000
TTY: 1-800-833-6388
www.wsdot.wa.gov

June 28, 2018

The Honorable Steve Hobbs
Chair
Senate Transportation Committee
P.O. Box 40444
Olympia, WA 98504-0444

The Honorable Judy Clibborn
Chair
House Transportation Committee
P.O. Box 40600
Olympia, WA 98504-0600

The Honorable Curtis King
Ranking Member
Senate Transportation Committee
P.O. Box 40414
Olympia, WA 98504-0414

The Honorable Mark Harmsworth
Ranking Member
House Transportation Committee
P.O. Box 40600
Olympia, WA 98504-0600

In the 2017 Legislative session, Engrossed Senate Bill 5096 Section 306(20)(b) directed WSDOT to develop a Memorandum of Understanding (MOU) to fund the \$130 million from local agency partners for the Puget Sound Gateway Program included in the 2015 Connecting Washington transportation revenue package. Engrossed Senate Bill 5096 stated that:

The secretary of transportation must develop a memorandum of understanding with local project stakeholders that identifies a schedule for stakeholders to provide local matching funds for the Puget Sound Gateway project. Criteria for eligibility of local match includes matching funds and equivalent in-kind contributions including, but not limited to, land donations. The memorandum of understanding must be finalized by July 1, 2018. The department must submit a copy of the memorandum of understanding to the transportation committees of the legislature and report regularly on the status.

In October 2017, WSDOT began a stakeholder process to help establish the local contributions necessary to achieve the \$130 million in local funding. The resulting Funding and Phasing Subcommittee, made up of 18 affected jurisdictions, has met five times. From this group, a grant-focused strategy emerged as the most feasible way to fund the \$130 million. A key element of the grant-focused strategy was to identify smaller project elements within the Gateway Program that provide clear and measurable benefits to local jurisdictions, called "Local Nexus Projects." The Funding and Phasing Subcommittee met regularly to establish a process for determining benefits derived from the Local Nexus Projects, align on contributions, and develop the MOU.

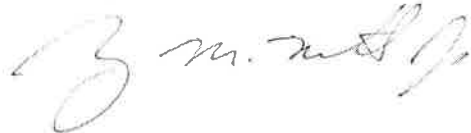
Puget Sound Gateway Program Memorandum of Understanding
June 28, 2018
Page 2

All 18 jurisdictions have endorsed and signed the attached Local Funding MOU.

Additionally, WSDOT and our local agency partners have already submitted four grant applications this spring for the Local Nexus Projects. We submitted three applications with the Puget Sound Regional Council (PSRC) and one with the Freight Mobility Strategic Investment Board (FMSIB). We received the FMSIB grant and two PSRC grants, totaling \$13 million, which combined with local match funding, brings the local contribution amount to over \$26 million for this initial grant cycle.

If you have any questions or would like to meet for an update on the Puget Sound Gateway Program, please feel free to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "R. Millar", written over a light blue horizontal line.

Roger Millar, PE, FASCE, FAICP
Secretary of Transportation

Puget Sound Gateway Program SR 167 and SR 509 Completion Projects

Local Funding and Phasing Memorandum of Understanding

1. Participating Parties

In addition to the Washington State Department of Transportation (WSDOT), the following Local Agency Partners constitute those parties currently participating in this Memorandum of Understanding pertaining to the local contribution requirement for the Puget Sound Gateway Program (Gateway Program):

- Port of Seattle
- Port of Tacoma
- King County
- Pierce County
- City of Algona
- City of Auburn
- City of Burien
- City of Des Moines
- City of Edgewood
- City of Federal Way
- City of Fife
- City of Kent
- City of Milton
- City of Pacific
- City of Puyallup
- City of SeaTac
- City of Sumner
- City of Tacoma

2. Background and Purpose of MOU

In July 2015, the Washington State Legislature and Governor Inslee acted to fund the Gateway Program through the Connecting Washington revenue package. The Gateway Program is comprised of two projects: the State Route 167 Completion Project and the State Route 509 Completion Project. These projects provide essential connections to the ports of Tacoma and Seattle and will help ensure that people and goods move more reliably through the Puget Sound region.

WSDOT is the lead project sponsor and is responsible for the planning, design and construction of the Gateway Program, as well as for its overall financial management. The program has been guided from its beginning by a Joint SR 167/SR 509 Executive Committee (Executive Committee), comprised of elected and appointed representatives of local jurisdictions served by the Gateway Program (Algona, Auburn, Burien, Des Moines, Edgewood, Federal Way, Fife, Kent, Milton, Pacific, Puyallup, SeaTac, Sumner, Tacoma, King County, Pierce County, Port of Seattle, and Port of Tacoma) as well as Federal Highway Administration, Washington State Transportation Commission, Washington State Department of Transportation, Puget Sound Regional Council, Sound Transit, Pierce Transit, and the Freight Mobility Strategic Investment Board.

Funding for the Gateway Program has been approved to come from the state gas tax, tolls, local contributions, and potential federal and state grants. Total funding for the Gateway Program, from the 2015 Connecting Washington transportation funding package, is \$1.875 billion, which includes local contributions of \$130 million. The program has been funded over a 16-year

timeline. Based on the legislative funding plan, major construction for a first stage would occur from 2019 through 2025, and a second stage from 2026 through 2030. Local contributions will be needed to construct both stage one and stage two projects.

In the 2017 Legislative session new language was enacted (Engrossed Senate Bill 5096 § 306(20)(b)) requiring development of a Memorandum of Understanding (MOU) between the Local Agency Partners and WSDOT. The legislature directed that:

The secretary of transportation must develop a memorandum of understanding with local project stakeholders that identifies a schedule for stakeholders to provide local matching funds for the Puget Sound Gateway project. Criteria for eligibility of local match includes matching funds and equivalent in-kind contributions including, but not limited to, land donations. The memorandum of understanding must be finalized by July 1, 2018. The department must submit a copy of the memorandum of understanding to the transportation committees of the legislature and report regularly on the status.

To this end, the Executive Committee of the Gateway Program convened a Funding and Phasing Subcommittee (Subcommittee) to develop a MOU that summarizes their planned future commitments and planned timing of those commitments to contribute to the SR 167 and SR 509 projects.

The Subcommittee goals include:

- Support efforts to build the Gateway projects on or ahead of schedule
- Create successful local partnerships
- Obtain sufficient local funding to build the Puget Sound Gateway projects
- Time grant-funding projects to support the project delivery schedule

The construct of local funding participation, when authorized by the legislative bodies of the relevant agencies through a series of forthcoming interlocal agreements, is based on the following projections:

	SR 167	SR 509	TOTAL
Port contributions	\$30 million	\$30 million	\$60 million
Federal INFRA grant	\$10 million	\$10 million	\$20 million
Local agency partner match	\$10 million	\$10 million	\$20 million
Other Grants (PSRC, FMSIB, TIB)	\$20 million	\$10 million	\$30 million
Total	\$70 million	\$60 million	\$130 million

3. Local Funding Strategy

A key element of the local funding strategy is to identify projects within the Gateway Program that provide clear and measurable benefits to local jurisdictions. In the Gateway Program, these are called “Local Nexus Projects,” are designed to:

- Create a positive business case for Local Agency Partners by focusing on the parts of the program that are most relevant and important to local jurisdictions
- Leverage the potential to access significant grant funding to support local funding assumptions

In support of the local funding strategy, Local Agency Partners shall:

- Participate, co-fund match, and submit grant applications with support from Subcommittee staff, as identified in Section 6 of this MOU
- Combine local monetary and in-kind contributions and project funds to ensure fully-funded applications, as identified in Section 6 of this MOU
- Support the grant effort and avoid competition with the local projects in the year of application

The following Local Nexus Projects have been identified within the north (SR 509) and south (SR 167) segments of the Gateway Program:

Gateway North (SR 509)	Gateway South (SR 167)
188 th South Ramps	Meridian West Ramps
SeaTac Access, with Ramps to 28 th /24 th Avenue South	54 th Avenue East Ramps
Veterans Drive Extension	Interurban Trail
Lake to Sound Trail	Valley Avenue West Ramps
	Port of Tacoma Access/SR 509 Spur
	70 th Avenue E Bridge Relocation

If Local Nexus, INFRA, and any other pending grant projects become fully funded, these projects will contribute substantially toward the Legislative requirement for local match. Funding commitments will be achieved via an interlocal agreement from each signing party up to the amounts presented in this MOU. Local Agency Partner signatories to this MOU understand that once the local contribution requirements set forth in ESB 5096 (\$130 million) is achieved, that Local Agency Partners will not be required to commit to additional funds beyond what is outlined in this MOU. If additional grant funding or additional funds from other sources are obtained that fulfill the \$130 million local contribution requirement, the Secretary of Transportation and the Executive Committee will review and determine to either reduce local agency partner match payments, or recommend expanding scope of the Gateway Program, and amend each signing party's interlocal agreement accordingly.

4. Local Participation Policy

The Joint Executive Committee has agreed to a funding and phasing policy that structures local agency partner match requirements to be commensurate with the benefits accrued from the project at a local level. This policy states that:

All local agency partners accrue some benefit from the Puget Sound Gateway Program. Partners receiving fewer benefits, however, are not expected to contribute as much as partners who receive more benefits. Direct benefits are those that are most quantifiable, but there are other components of value that include indirect, strategic and policy/social benefits. Both direct and indirect benefits will be assessed as part of the consideration of local contributions, because they are more easily quantifiable than strategic and policy/social benefits.

All Local Agency Partner signatories of this MOU expect to seek approval of interlocal agreements to contribute a match to be applied to Local Nexus Projects at a level that reflects their respective anticipated level of benefit, as identified in Section 6 of this MOU.

5. Benefit Assessment Methodology

The proposed financial participation by each partner is based on a general, qualitative assessment of the net benefits expected to be received by full completion of the Gateway Program. The assessment includes the following metrics, based on available project data and transportation modeling outputs:

- **Direct transportation linkages.** The location of direct access points for new limited access highways or other transportation infrastructure that benefits the community.
- **Effects on local sales taxes.** The impacts of the projects to sales tax receipts, both in terms of one-time construction sales taxes for the project, and ongoing sales taxes from impacts to commercial uses.
- **Travel time savings.** Overall travel time savings for local car and truck traffic associated with the projects.
- **Traffic diversion from local streets.** The diversion of, or increase in, traffic on local arterials due to the project, with associated positive impacts to traffic safety and local road maintenance.
- **Effects on local employment.** The potential effects of improved accessibility are reviewed, particularly in the context of access to new or potential employment uses.
- **Effects on developable residential lands.** The potential impacts of changes in traffic flow and accessibility on residential land development, with a focus on areas within the jurisdiction that are available for redevelopment.
- **Effects on developable employment lands.** The potential impacts of changes in traffic flow and accessibility on the development or redevelopment of commercial and industrial lands.
- **Achievement of local policy goals.** The alignment of the WSDOT Gateway Program with local plans and policies.
- **Environmental and social benefits.** Environmental and social benefits specifically linked to these projects, including upgrades to pedestrian and cycling infrastructure, and wetlands and riparian restoration.

The approach and findings of the benefits assessments have been provided to the Local Agency Partners.

6. Local Jurisdiction Anticipated Contributions to the Program

Based on results from the benefit assessment described in Section 5, contributions for each of the Local Agency Partners were determined by project stage in the tables below. Following execution of this MOU, interlocal agreements will be drafted for subsequent approval. Anticipated contributions only become binding commitments when embedded in interlocal agreements, and the conditions therein are approved by the proposed funding entity. Interlocal agreements between WSDOT and the respective Local Agency Partner must be in place for a project prior to issuance of the Request for Proposals (RFP) for any proposed construction contract. The interlocal agreements will become binding commitments, within the statutory authority of the Local Agency Partner, and will define the schedule of local match payments expected over the duration of each construction project stage.

WSDOT will exercise due diligence to develop and construct each project on schedule within the Gateway Program to the best of its abilities. Local Agency Partners will participate in project development reviews and project meetings in support of the Gateway Program.

If grant pursuits identified in the Stage 1 and Stage 2 tables below are not achieved sufficient to meet the \$130 million local contribution, additional grants will be pursued from the funding programs listed or from other funding programs that may become available over the life of the Gateway Program. If Local Nexus Projects go to construction without planned grants, the Local Agency Partner match funds will still be provided by agreement with WSDOT. If it is determined that a Local Nexus Project cannot be fully funded, WSDOT will review options with the Executive Committee. If an official decision is determined by the Executive Committee and the Secretary of Transportation that the Local Nexus Project is not to be included in a construction project, the Local Agency Partner match may be withdrawn.

Stage 1 Grant Pursuits for Local Nexus Projects

Project	Estimated Construction Cost	Funding Program	Grant Target Amount	Target Due Mo/Year	Anticipated Construction Expenditure	Local Agency Partner Match	Partner Nexus
70 th Avenue E/Interurban Trail	\$32,245,600	FMSIB	\$5,000,000	Mar 2018	2019-2021	\$800,000 \$500,000 \$3,000,000	Fife Tacoma Port of Tacoma
		TIB	\$5,000,000	Aug 2018	2019-2021		
		State Capital & Transportation	\$1,400,000	Mar 2018	2019-2021		Fife
Veterans Drive/ SR516 Interchange	\$33,800,000	PSRC	\$4,500,000	Apr 2018	2021-2025	\$1,000,000	Kent
		TIB	\$5,000,000	Aug 2020	2021-2025	\$1,000,000	Kent
SeaTac Access	\$176,883,500	PSRC	\$4,500,000	Apr 2018	2021-2025	\$2,000,000 \$500,000	SeaTac (ROW in lieu) Des Moines

Port of Tacoma Access/509 Spur	\$323,042,000	PSRC	\$4,500,000	Apr 2018	2021-2025	\$1,500,000 \$3,000,000 \$800,000	Tacoma Port of Tacoma Fife
		FMSIB	\$5,000,000	Mar 2020	2021-2025		
All Gateway Program		INFRA	\$20,000,000*	Nov 2017	2019-2021		
SR 167 Stage 1		Port of Tacoma		Jan 2021	2021-2025	\$9,000,000	Port of Tacoma
SR 509 Stage 1		Port of Seattle		Jan 2021	2021-2025	\$15,000,000	Port of Seattle (expected in 2023-2025)
Total Stage 1			\$54,900,000			\$38,100,000	\$93,000,000

Stage 2 Future Grant Pursuits for Local Nexus Projects

Project	Estimated Construction Cost	Funding Program	Grant Target Amount	Target Due Mo/Year	Anticipated Construction Expenditure	Local Agency Partner Match	Partner Nexus
Meridian Avenue Interchange		TBD	\$3,000,000	2022	2026-2030	\$2,000,000	Puyallup
Valley Avenue Interchange		TBD	\$3,000,000	2022	2026-2030	\$2,000,000	Pierce County
188 th Street Interchange improvements		TBD	TBD	2023	2026-2030	TBD	SeaTac
SR 167 Stage 2		TBD	\$4,000,000	2022	2026-2030	\$500,000 \$500,000	Edgewood (ROW in lieu) Sumner
		Port of Tacoma		Jan 2026	2026-2030	\$15,000,000	Port of Tacoma
SR 509 Stage 2		TBD	\$4,000,000	2024	2026-2030		
		Port of Seattle		Jan 2026	2026-2030	\$15,000,000	Port of Seattle
Total Stage 2			\$14,000,000			\$35,000,000	\$49,000,000
Total Stages 1 & 2			\$68,900,000			\$73,100,000	\$142,000,000

* – If no INFRA, apply for FHWA BUILD grant for Port of Tacoma Access (SR 509 Spur)

TBD – grant funding program pursuit to be determined in future

7. Terms and Termination

7.1. Amendments

This MOU shall be periodically reviewed and evaluated regarding the need for modifications or amendments by mutual determination of WSDOT and Local Agency Partners. Amendments to the MOU shall be required if program funding assumptions need to be adjusted that affect the ability to construct the identified Local Nexus Projects or the ability to achieve the \$130 million local contribution. Such amendments shall only be binding if they are in writing and signed by authorized personnel from all of the Local Agency Partners. Except as set forth in an amendment, the MOU will be unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict

between an amendment and the MOU or any earlier amendment, the terms of the most recent amendment will prevail.

If there is a conflict between subsequent interlocal agreements and the MOU or any earlier amendments, the terms of the interlocal agreements will prevail.

Changes that do not affect the ability to construct the identified Local Nexus Project or achieve the \$130 million local contribution shall be addressed through the interlocal agreement between WSDOT and the relevant Local Agency Partner.

7.2. Dispute Resolution

Should any signatory to this MOU object at any time to any actions proposed or the manner in which the terms of this MOU are implemented, the Executive Committee shall hear the dispute first and if the disputant(s) is/are not satisfied with the Committee's proposed decision, the Committee will send to the Secretary of Transportation its proposed solution and all documentation relevant to the dispute. The Secretary of Transportation shall provide the Executive Committee with his/her advice on how to resolve the dispute within thirty (30) calendar days of receiving adequate documentation. Prior to reaching a final decision on the dispute, the Executive Committee shall prepare a written response that considers any timely advice or comments regarding the dispute from the Secretary of Transportation, signatories and other interested parties, and provide them with a copy of this written response. WSDOT will then proceed according to this final decision.

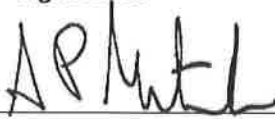
7.3 Conditions for Termination of Participation

Subject to legislative appropriation and all applicable laws, each signatory shall ensure that the Gateway Program is carried out in accordance with the terms of the MOU and subsequent interlocal agreements. A signatory may terminate its participation in this MOU if its terms cannot be met and by providing written notice to the Secretary of Transportation and the Executive Committee a minimum of 180 calendar days before a project issues an RFP that relies on that local agency partner funding. Prior to providing written notice terminating participation, however, the signatories shall consult with WSDOT to determine whether an amendment to the MOU might be feasible. If a signatory terminates its participation, WSDOT will then consult with the Executive Committee to determine if project scope elements need to be removed if contributions are not realized in accordance with this understanding.

8. Period of Agreement.

This MOU will commence on July 1, 2018 and will dissolve when the \$130 million of local contribution have been secured, or when the Local Nexus Projects have been constructed and are complete.

9. Signatories



Stephen P. Metruck
Executive Director
Port of Seattle

6/21/18

Date



John Wolfe
Chief Executive Officer
Port of Tacoma

5/30/18

Date



Dow Constantine
County Executive
King County

6/22/18

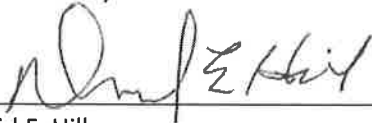
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Bruce Dammeier
County Executive
Pierce County

5/30/18

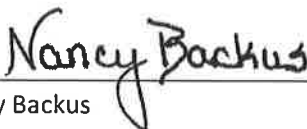
Date



David E. Hill
Mayor
City of Algona

6/25/18

Date



Nancy Backus
Mayor
City of Auburn

6/11/18

Date



Brian Wilson
City Manager
City of Burien

6/17/18

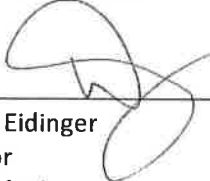
Date



Michael Matthias
City Manager
City of Des Moines

6/26/18

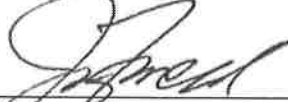
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Daryl Eidinger
Mayor
City of Edgewood

6/13/18

Date



Jim Ferrell
Mayor
City of Federal Way

6/20/18

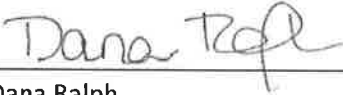
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Hyun Kim
City Manager
City of Fife

6/20/18

Date



Dana Ralph
Mayor
City of Kent

6/26/18

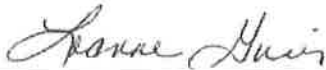
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Shanna Styron-Sherrell
Mayor
City of Milton

6/21/18

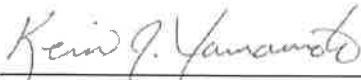
Date



Leanne Guier
Mayor
City of Pacific

6/21/18

Date



Kevin Yamamoto
City Manager
City of Puyallup

6/12/18

Date

*Appas Permi
Mulya, Myandi Baroto, Seatac*

Joseph Scorcio
City Manager
City of SeaTac

6/28/18

Date

William L. Pugh

William L. Pugh
Mayor
City of Sumner

6/8/18

Date

Elizabeth A. Pauli

Elizabeth A. Pauli
City Manager
City of Tacoma

6/27/18

Date

Roger Millar

Roger Millar
Secretary of Transportation
Washington State Department of Transportation

6/27/18

Date



MEMORANDUM

To: Transportation and Public Works Committee
From: William Appleton, Public Works Director
Date: 7/19/18
Subject: Resolution in support of Autonomous Vehicles

Purpose:

At the April 2018 T&PW Committee meeting, CATES presented an Action Plan focused on providing guidance for the City of SeaTac to justify supporting the deployment of advanced transportation technologies, specifically autonomous vehicles. A recommendation flowing out of this discussion that was supported by the Committee was to draft a resolution of support for autonomous vehicles and to forward it to full Council for consideration.

Background:

On May 18, 2017, the City of SeaTac entered into a contract with the Center for Advanced Transportation and Energy Solutions (CATES) to develop an action plan with guidance for deploying advanced transportation technologies that have the potential to reduce accidents emissions and congestion, with the initial focus being on the feasibility of automated mobility services.

On June 29th, CATES conducted an orientation workshop briefing for Council and the public (Contract Deliverable 1) and discussed what the deployment of autonomous vehicles within the City might mean for citizens and local businesses and what resources would likely be required of City Government.

On September 25th, 2017, CATES submitted a Memo to the City on key findings from Stakeholders and immediate action steps to begin securing Federal funding (Contract Deliverable 2).

On October 16th, 2017, Deliverable 3 was provided to the City which consisted of a draft 50% action plan at the January 18th Transportation and Public Works Committee meeting; CATES provided and made a presentation on the 95% action plan at this meeting (Deliverable 4 &5).

The final action plan was presented and discussed at the April 2018 T&PW meeting and a recommendation made to develop a resolution for the Committee to consider.

CATES

Center for Advanced Transportation and Energy Solutions

April 6, 2018

From: John Niles, Executive Research Director, CATES

To: City of SeaTac

Subject: Draft Final Action Plan for Development of Autonomous Vehicles

This document is an Action Plan providing guidance for the City of SeaTac to justify deploying advanced transportation technologies, specifically autonomous vehicles.

Executive Summary

The prospect of automation of road vehicle driving on public roads rose to widespread public prominence in October 2010 when the high-tech firm Google, famous for search technology, surprisingly announced that over the preceding year it had equipped several Prius sedans with sensors and electronic equipment for robotic driving. Google staff had then supervised the cars' unannounced movements over 140,000 accident-free miles on California roads and highways.

This effort has subsequently advanced in years since then until in 2018 Google formed a new company called Waymo, now seemingly demonstrating the ability to provide on-demand taxi-like rides in custom-built driverless Chrysler Pacifica hybrid vans in suburbs of the Phoenix metropolitan area. In San Francisco, General Motors in alliance with Cruise Automation is a competitor on the path to providing on-demand rides in an urban environment. There are other competitors emerging as well, including providers of automated, slow-speed microtransit vehicles, such as Easy Mile and Navya, focused on first/last mile service to transit hubs.

In reaction to automation developments at Google and in vehicle electrification, the Center for Advanced Transportation and Energy Solutions (CATES) was founded in 2012 in Seattle as a non-profit think tank to advance automated, electric-powered vehicles as a sustainable solution to transportation and energy problems in the central Puget Sound Region. First funding of CATES was from the University of Michigan's Graham Environmental Sustainability Institute, with later funding from the three King County subarea Transportation Boards.

In May 2017, after a period when Waymo, General Motors, Volvo and other private companies continued with further development of robotic driving, the City of SeaTac engaged CATES as a consultant to conduct research that explores and points to municipal action on the opportunity of using the City's public road network and economic development capacity to establish the viability of the City credibly labeling itself as a Municipal Center of Excellence in Automated

Vehicles. The consulting contract cost was set at \$20,000 fixed price, with payment for deliverables. Deliverables to date have been posted on the SeaTac City website at <http://www.ci.seatac.wa.us/government/city-departments/public-works/autonomous-vehicles>

During the course of the CATES consulting engagement, the State of Washington has taken two significant actions supporting how the City of SeaTac and its consultant CATES have been proceeding. Governor Inslee in June 2017 issued executive order 17-02 on autonomous vehicle testing and technology, setting parameters for the development of driverless vehicles that CATES has incorporated into its work for SeaTac. In February 2018, the Legislature approved and the Governor concurred on the establishment of an autonomous vehicle working group of executive and legislative branch representatives to develop policy recommendations that address the operation of autonomous vehicles on public roadways.

Note: CATES new recommendation to the State of Washington autonomous vehicle working group in response to the change in national perception of safety in autonomous vehicle development activities resulting from the Uber testing fatality in Arizona on March 18, 2018 is provided at <http://cates.solutions/wp-content/uploads/2018/03/Statement-by-CATES-on-the-March-18-Uber-fatality-in-Arizona-March-302018.pdf>

After exploring strengths and weaknesses, as well as opportunities and threats, CATES has found SeaTac positioning for “excellence” in vehicle automation as viable. “Excellence” requires doing something excellent, the details of which CATES have now developed for City consideration in this Action Plan. The work has been carried out by the CATES Executive Research Director John Niles, a public policy analyst focused on transportation technology over three decades, and now with a university-level textbook he co-authored, *The End of Driving: Transportation Systems and Public Policy Planning for Autonomous Vehicles* set to be published by Elsevier in summer 2018.

This Action Plan sets out this path of Excellence for City of SeaTac: As a way of attracting the attention of Waymo, or a competitor of Waymo, to deploy a driverless ride service in City of SeaTac, a good option is for the City to proceed to design a deployment of an automated electric on-demand shuttle micro-transit franchise operation delivered by a qualified public or private organization meeting a provable City of SeaTac residents’ mobility demand and working within a framework of sustainable long-run economics. The City should specify a pilot deployment qualified for external Federal, private, and non-government organization funding with due regard for regulatory issues and in cooperation with agencies working on similar projects. This path is described further and justified below.

One basic choice for City response to this Action Plan is Go or No-Go on proceeding to reach the potentials available. Choosing No-GO supports focusing City leadership and staff attention on other priorities. However, the benefits of proceeding with the action on automated vehicles recommended are several:

- More community engagement in a high-tech future with benefits for residents and visitors
- Demonstrated City pursuit of enhanced mobility for all citizens, voters, and taxpayers
- Demonstrated official interest in mobility support for non-driver citizens both young and old
- New positive engagement with the new Autonomous Vehicle Working Group, King County Metro, Sound Transit, Puget Sound Regional Council, and other transportation main actors in the central Puget Sound region
- Demonstrated regional and national transportation improvement leadership
- Further engagement by the City with recognized national organizations like National League of Cities and Aspen/Bloomberg Charities. The latter has already recognized the project described here in its City of SeaTac in its Global Atlas of Autonomous Vehicles and Cities published on the web at <https://avsincities.bloomberg.org/global-atlas/>
- Some new local employment opportunities if the pilot project proceeds
- Enhanced civic pride from pursuing public service technology applications
- Positions the City for attracting other private sector initiatives related to vehicle automation

CATES has developed a menu of possibilities for going forward, ranging from further study of possibilities, to seeking outside funding and planning toward achieving near-term driverless, electric vehicle deployment for cost-effective public benefit.

All of the options to proceed include a strong recommendation from CATES that the City Council vote a Resolution of Action Plan endorsement and statement of Autonomous Vehicle Intentions with regard to implementation, in order to energize regional attention on a formal municipal decision to pursue excellence at one of three levels.

Level One: Work actively to move the findings and recommendations of the Action Plan into the deliberations of the State AV Working Group.

Recommended City of SeaTac Resolution for Level One:

- A. WHEREAS, many motor vehicle collisions with other automobiles, bicycles, pedestrians, and fixed objects are caused by driver errors or impairment leading to deaths and injuries;

- B. WHEREAS, technological advancement and business innovation has now resulted in the commercial availability of vehicles capable of moving on some public roads safely without constant, direct control by a human operator in the vehicle, and with full-time human monitoring via telecommunication to a fixed base site;
- C. WHEREAS the State of Washington Governor has issued Executive Order 17-02 on autonomous vehicle technology development which serves to encourage the state's private sector and all levels of government to support safe deployment of automated vehicles for citizen benefit;
- D. WHEREAS the State of Washington Legislature has passed, and the Governor has signed Substitute House Bill 2970 establishing an Autonomous Vehicle Working Group to develop policy recommendation to address the operation of autonomous vehicles (AVs) on public roadways in the state;
- E. WHEREAS, the City Council has funded and embraced the development of an Action Plan document with specific steps to advance automated vehicle deployment in the City of SeaTac, and hereby offers it to its citizens and all others for discussion and supportive activities;

NOW THEREFORE, the City Council of SeaTac, Washington hereby declares itself a Center of Municipal Excellence in Automated Vehicle Policy Development because of taking the initiative in 2017 to begin planning for automated vehicle deployment in the City. The City will appoint a staff member as liaison between the City Government and the State's Autonomous Vehicle Working Group, and hereby will forward all materials developed by its consultant in the Action Plan to the Working Group for consideration in its deliberations on how the State of Washington and its county and municipal governments should proceed further on AVs.

Level Two: Study further a pilot deployment of AV service

All of the WHEREAS clauses above, plus some additional WHEREAS clauses and a different, alternative NOW THEREFORE action clause

- F. WHEREAS, City of SeaTac has an interest in developing and maintaining a municipal leadership role in supporting the deployment of vehicles with automated driving capabilities on the City's public roadways in order to nurture, cultivate, and advance the beneficial impact of this technology application;
- G. WHEREAS, the deployment of automated vehicles in the City will promote economic growth, bring new employment opportunity, provide research opportunities for the

State's academic institutions, and allow the State of Washington's leading airport City to serve as an easily accessible statewide and national demonstration site for innovative mobility services based on emerging new technologies;

- H. WHEREAS, the safe deployment and operation of automated, electric or hybrid vehicles is likely to produce societal benefits cost-effectively, minimizing injuries and saving lives that would otherwise be lost to vehicle collisions, reclaiming time spent waiting for rides; maximizing the ability to move people and goods quickly and safely throughout the City, improving mobility for youth, elderly, disabled and other non-drivers, and serving to reduce atmospheric emissions;

NOW THEREFORE, the City Council of SeaTac, Washington hereby declares itself a Center of Municipal Excellence in Automated Vehicle Deployment to be evidenced henceforward by City staff pursuing available opportunities to propose changes in local and state laws impeding technology deployment and making technology deployment safer, to conduct further follow-on study activities recommended in the Action Plan in cooperation with the State Autonomous Vehicle Working Group, and to pursue opportunities in cooperation with other jurisdictions to conduct pilot projects demonstrating innovative excellence funded by the Federal Government and other external sources.

Level Three: Aggressively pursue implementation of an automated vehicle ride service pilot deployment within the City

All of the resolution language above, with the following additional language in the concluding action section:

NOW FURTHERMORE, the City Council of SeaTac, Washington directs the City Manager and City Staff to pursue deployment aggressively -- in cooperation with King County Metro Transit, Sound Transit, and the City of Bellevue Transportation Partnership program -- of automated ride services operating within City boundaries as described in the Action Plan, and coordinated with the provision of similar service access to and from other geographic locations in cooperating neighboring municipal jurisdictions and in the Sea-Tac Airport. Any such vehicles deployed in the City of SeaTac must be delivered for deployment pre-certified by competent authority to have highly reliable ability to detect pedestrians, cyclists, and motor vehicles in its path and then take action to prevent collisions with them.

Additional recommendation for all Levels

- Submit the Action Plan to the State AV Working Group for their review, and participate in future deliberations and activity of this group.

- Appoint a City representative and alternate assigned to liaison with the State AV Working Group who advocates for City of SeaTac as an early deployment site for mobility-as-a-service applications of autonomous vehicles.

Additional recommendations for Levels Two and Three

- Put the Action Plan resolution and other documents in public circulation to help ramp up public attention and interest, to encourage active engagement and collaboration with the City by citizen and business interests, neighboring jurisdictions, Port of Seattle, King County Metro, Sound Transit, non-governmental technology or mobility providers, and others – such as members of the ACES Northwest Network -- who step forward with an interest in this topic.
- City leaders embrace and actively describe a long-run vision of multi-vendor robotic mobility services that provide fleets of electric driverless vehicles – RoboCabs -- that will come on short notice to any location in the Puget Sound region to take a customer to any other location. General Motors, Ford, Volvo, Uber, Lyft, and Waymo all embrace a future for urban mobility consistent with this vision.
 - Such a service would be a strong competitor of private vehicle ownership, partially but not completely replacing consumer ownership of road vehicles. This would be consistent with proposed technology applications seen worldwide in visioning and simulation exercises and the subject of existing research, development, and testing activities.
 - A different, popular vision -- evolutionary embrace of increasingly automated vehicles owned and operated by private citizen-consumers who are SeaTac residents or visitors -- is well underway and does not require any special City action beyond keeping its roads and traffic signals in good repair.
 - The RoboCab vision contemplates motivating many citizens in the long run to drive their private vehicles less frequently. The future mobility service would carry SeaTac resident travelers across the last mile to rail and express bus services that remain in operation even after RoboCabs deploy ubiquitously, as well as to other local destinations, such as employee entrances to large employers, and the Senior Center.
- SeaTac's role in the deployment is to authorize, encourage, and regulate use of its street and signaling infrastructure, NOT to own and operate Robocabs. The fleet of Robocabs would be owned and operated by King County Metro, or by another government or non-profit organization, or by a private for-profit organization such as Waymo. The owner operator could potentially be a new organization founded for the purpose of operating an automated RoboCab service.

- As a way to support the vision, this Action Plan recommends that the City find a way to deploy an early, limited range pilot version of the long-run vision to provide enhanced mobility in the City's residential neighborhoods in cooperation with King County Metro, Sound Transit, the Hyde Shuttle, and the City of Bellevue Transportation Partnership Office. City of Bellevue is also planning for a pilot deployment of electric shuttles within its jurisdiction.
- The pilot deployment explored in this Action Plan is a small fleet of driver-less shuttle mini-buses or vans on City roads providing convenient, affordable, quiet, accessible mobility for passengers in residential neighborhoods traveling to light rail stations, community centers, shopping areas, and employment locations.
 - Although not RoboCabs, electric shuttle buses are precursors. These small, boxy passenger carriers are ready to be deployed in driverless motion now. Details are provided in the Appendix. Vehicles such as these have the potential to provide mobility that is safer, less expensive, and non-polluting compared to today's available alternatives. Such vehicles from several manufacturers are already being tested and deployed in cities around the world. CATES has conducted some preliminary analysis to verify economic feasibility and sufficient paid ridership to justify investment of management attention by the SeaTac municipality.
 - The cost of the pilot would in effect be a first round of development for all of South King County and beyond, and thus appropriately covered not by taxation of the 28,000 SeaTac residents, but by external funding and in-kind support within existing SeaTac responsibilities. Several specific Federal funding opportunities are described in this Action Plan.
 - Cooperation, coordination, and co-sponsorship with other municipal jurisdictions is recommended as a way to achieve an attractive scale for investors and economies of scale in operations. City of Tukwila, in particular, has given indications of interest in participating, as well as City of Bellevue, the latter now doing parallel development and being a potential partner in obtaining regional financial support from U.S. Department of Transportation.
 - First/last mile service to the Link light rail and Rapid Ride combined transit stations would be a key element of the pilot to engage and maintain support of Sound Transit and King County Metro Transit.
 - This should be a service deployment, not a technology experiment.
- The pilot should be designed to be consistent with a plan for the long-run financial sustainability of mobility as a service as the geographic coverage area expands. CATES has provided sample calculations as part of its work for the City.

- This Action Plan proposes a step by step series of staged deployments beginning in 2019 with microtransit first to the Tukwila light rail and BRT station and other destinations in the Riverton Heights neighborhood, including the Sea-Tac Airport employee access point and the Boeing Parts Distribution Center. Again, the pilot would be supported with developmental funding from the U.S. Government and quite possibly, private entrepreneurial risk capital that recognizes the advantages of working with a willing municipal customer in a highly visible, easily accessible geographic location.

Additional detail is provided in the 95% submission document for the 68 page Action Plan submitted January 17, 2018.