#### Tacoma Link Expansion Funding Agreement

This Agreement ("Agreement") dated <u>Markov</u> 2017, is between the City of Tacoma ("City") and the Central Puget Sound Regional Transit Authority ("Sound Transit") and may be referred to individually as "Party" or collectively as "Parties." The purpose of this Agreement is to document the terms and conditions regarding the City's funding contribution for the Tacoma Link Expansion Project.

#### **Recitals:**

- A. In 2008, the Central Puget Sound region's voters approved the Sound Transit 2 Plan (ST2), which includes a funding contribution for the Tacoma Link Expansion Project ("TLE Project") that is contingent upon additional funding by another entity. The City wishes to provide the additional funding necessary for the TLE Project.
- B. The TLE Project will expand upon the existing 1.6 mile Tacoma Link light rail line, which currently serves six stations from the Theater District to the Tacoma Dome Station, by continuing service to the North Downtown, Stadium and Hilltop Districts.
- C. On February 27, 2014, the Sound Transit Board of Directors identified the A1 Stadium Way/B1 Martin Luther King Jr. Way as the preferred alignment for the TLE Project to advance into environmental review. In coordination with the City of Tacoma, Sound Transit, and the Federal Transit Administration (FTA) have completed the substantive and procedural environmental review for the Project in accordance with National Environmental Policy Act (NEPA) and State Environmental Policy Act (SEPA) requirements with the publication of the documents, as listed below.
  - 1. Tacoma Link Expansion Environmental Evaluation (Sound Transit and FTA, June 2015)
  - 2. Tacoma Link Expansion SEPA Determination of Nonsignificance (Sound Transit, July 13, 2015)
- D. On November 19, 2015, the Sound Transit Board of Directors selected the alignment, stations, operations and maintenance facility expansion site, and associated infrastructure of the TLE Project.
- E. The City and Sound Transit have been working cooperatively to identify additional partner funding sources.
- F. The City has demonstrated its cooperation and intent to partner by:
  - Working cooperatively to identify additional partner funding sources as required in the ST2 Plan;

- Participating in an Urban Land Institute-sponsored evaluation of development opportunities along Martin Luther King Jr. Way, in which the TLE Project was identified as a means of attracting investment to the Hilltop Neighborhood of Tacoma;
- Developing North Downtown and Hilltop Subarea Plans to accommodate the TLE Project in those neighborhoods;
- Applying for and accepting a \$15 million USDOT Transportation Investment Generating Economic Recovery (TIGER) grant agreement to partially fund construction of the TLE Project;
- Applying for and accepting a \$5 million State Regional Mobility Grant<sup>1</sup> to partially fund design and construction of the TLE Project;
- Executing a term sheet with Sound Transit signifying the City's intent to provide the partner funding described in this Agreement.
- G. This Agreement is intended to provide fundamental principles regarding the City's commitments to provide partner funding and to help lower TLE Project costs.
- H. This Agreement is also intended to support Sound Transit's efforts to receive a \$75 million Small Starts Single Year Grant Agreement from the FTA.

The Parties therefore agree as follows:

- 1. Coordination and Cooperation
  - 1.1 The City and Sound Transit will work cooperatively through an organizational/decision making structure consisting of (1) a Policy Committee, (2) a Steering Committee, and (3) a Technical Advisory Committee. The Designated Representatives identified in Section 4 below have been designated to be their initial agency contact for Project coordination and communication, including scheduling, obtaining information, responding to requests, and dispute resolution.
  - 1.2 The Policy Committee is composed of the City Manager and the Sound Transit Chief Executive Officer. The Policy Committee will meet when necessary to determine issues of general policy.
  - 1.3 The Steering Committee is composed of the City Department Directors for Public Works, Environmental Services, and Planning and Development Services; and Government Relations Officer; and the Sound Transit TLE Project Director, TLE Senior Project Manager, and Government and Community Relations Officer. The Steering Committee will meet when necessary to provide direction to the Technical Committee on matters such as design and construction issues and community involvement plans.

<sup>&</sup>lt;sup>1</sup> This grant is split between two State biennium: \$2.5m in 2015-2017 and \$2.5m 2017-2019. The \$2.5m in 2017-2019 are subject to re-appropriation and Legislative approval.

1.4 The Technical Committee is composed of assigned staff from each Party. The Technical Committee will meet when necessary to coordinate staff-level work on the TLE Project.

## 2. Principles

- 2.1 The City and Sound Transit will work collaboratively to make the TLE Project a success and to identify opportunities for cost efficiencies or lower project costs.
- 2.2 This Agreement documents the City's and Sound Transit's commitment to carefully manage the scope, schedule, and budget within the current TLE Project Cost estimate based on the Preliminary Engineering estimate of approximately \$175 million in Year of Expenditure (YOE). "TLE Project Cost" or "TLE Project Costs" include Sound Transit's Pre-Project Development Costs and costs for TLE Project scope that are allowable costs under FTA Circular 5010-1E, FTA Grant Requirements, Chapter VI, Section 5. The TLE Project description that supports the cost estimate is included as Exhibit A. "Pre-Project Development Costs" include project expenses prior to FTA's August 2014 approval to enter the Project Development phase under the Small Starts Grant Program, which is \$2.73 million.
- 2.3 Sound Transit will budget a minimum of \$50 million (YOE) of funding established through ST2.
- 2.4 City Contribution. The City's estimated share of the TLE Project Cost is \$43.3 million and is based upon the preliminary engineering estimated cost of the TLE Project of \$175 million YOE. If the TLE Project Costs (as determined during Reconciliation in section 3.6) are more than \$175 million, then the City's share of TLE Project Costs will be adjusted as follows (the "City's Adjusted Share"):

\$43.3M + [(TLE Project Costs-\$175M)(4/9)]

If the TLE Project Cost is less than \$175 million, then the City's share of cost for the TLE Project cost will be adjusted as follows:

\$43.3M - [(\$175M-TLE Project Costs)(4/9)]

2.5 Cost Estimate. A second cost estimate will be performed by Sound Transit at 60 percent design in accordance with Section 3.2, 3.3, and 3.4. This cost estimate will be used to determine the amount of the City's four monetary installment payments toward its share of TLE Project Costs during construction, as provided under section 3, and to determine if the TLE Project scope will need to be adjusted under section 2.6 below.

- 2.6 Adjustment of Project Scope. If the estimated baseline cost at 60 percent design, or after construction bids are opened, exceeds \$185 million YOE, then the Parties will discuss a potential decrease in scope or other options to lower the estimated TLE Project Cost or to increase TLE Project funding.
- 2.7 The City may provide in-kind contributions in satisfaction of its payment obligations in lieu of a monetary or grant contribution through a City Services Agreement Work Order. The Actual Cost of the in-kind contributions for the TLE Project will be determined in accordance with Sections 3.5 and 3.6, where "Actual Cost" means the City costs for in-kind contributions that are allowable cost under FTA Circular 5010-1E, FTA Grant Requirements, Chapter VI, Section 5.
- 2.8 A condition precedent to this Agreement and moving forward with TLE Project is Sound Transit's receipt of a Small Starts Grant from the FTA. If Sound Transit does not receive the Small Starts Grant, then the Parties will assess how or if the TLE Project should proceed. If the City or Sound Transit do not receive any of the grants set forth in Table 1, the Parties agree to assess how the TLE Project should proceed.
- 2.9 The City will grant Sound Transit the right to occupy and use City right-of-way under an amendment to the Tacoma Link Right of Use Agreement dated April 23, 2001, as amended, to construct, operate, repair, maintain, and own a Passenger Rail System in, upon, and along the City right-of-way to provide Passenger Rail Service in the City right-of-way.
- 2.10 The City will be responsible for the full cost of Betterments to the TLE Project in accordance with Section 3.7.
- 2.11 The City will declare the TLE Project a Public Works Project and enforce the declaration. The City will send Notification to the private utilities requiring their relocation no later than 60 calendar days after 60percent plans are submitted and related comments are resolved. Utilities expected to require notification include but are not limited to: Puget Sound Energy, Comcast, CenturyLink, Zayo Group, Level 3 Communications, and AT&T Corporation. The City will exercise reasonable good faith efforts to facilitate the necessary relocation of private utilities located within the Right of Use Area to accommodate the TLE Project, including exercising available legal rights and remedies.
- 2.12 The Parties have agreed that Sound Transit will, upon request of the City, perform City sanitary, stormwater and water utility relocation work related to the TLE Project on behalf of the City. In the event that such work is performed by Sound Transit, Sound Transit agrees to, (1) include in the 60 percent cost estimate, a detailed cost estimate of the utility relocation work to be performed by Sound Transit for each of the utility systems, and (2) provide the City with a segregated detailed monthly accounting of the on-going cost of such work

performed during construction attributable/allocated to each of the utilities, and (3) in conjunction with the reconciliation process set forth at section 3.6, provide to the City a detailed accounting of the TLE Project Cost of the City utility relocation work performed by Sound Transit attributable/allocated to each of the utilities.

## 3. City Funding and Reconciliation Upon Project Completion

- 3.1 Commencement of Payment. The City will pay its estimated monetary share of TLE Project Costs (the "City's Estimated Monetary Share") in four equal annual installments commencing January 1, 2019, and on January 1 of each successive year. The City's Estimated Monetary Share will be determined in accordance with Section 3.2.
- 3.2 Calculation of City's Estimated Monetary Share and Installment Payments. The City's four equal annual installment payments of the City's Estimated Monetary Share will be calculated by using Sound Transit's estimated TLE Project Costs at 60 percent design. If the estimated TLE Project Costs at 60 percent design is more than \$175 million, then the formula for calculating each annual installment payment of the City's Estimated Monetary Share is as follows:

[\$43.3M + [(60% design estimated TLE Project Cost – \$175M)(4/9)]– estimated City grant funds – estimated City in kind contribution/4

If the estimated TLE Project cost at 60 percent design is less than \$175 million, then the formula for calculating each annual installment payment is as follows:

[\$43.3M – [(\$175M –60% design estimated TLE Project Cost)(4/9)]] – estimated City grant funds – estimated City in kind contribution/4

- 3.3 Sixty Percent Design Estimate. At 60 percent design, Sound Transit will baseline the project for its internal budgetary purposes. This process will result in a determination of the estimated TLE Project Cost at 60 percent design for purposes of determining the City's Estimated Monetary Share in Section 3.2. The estimate of TLE Project Costs at 60 percent design will include the estimated monetary value of the City's in-kind contributions affirmed under Section 3.5.
- 3.4 Review of 60 percent Cost Estimate. Sound Transit will provide the City with a reasonable opportunity to review and comment on the draft 60 percent design cost estimate before it is finalized by Sound Transit. Sound Transit's cost estimators will seek and promptly consider and respond to input from the City's Designated Representative, Tacoma Public Utilities and Environmental Services during the development of the 60 percent design cost estimate and will make a good faith effort to reconcile written comments received from the City. Toward that end, Sound Transit staff and consultants will work cooperatively with the

City to develop the final 60 percent cost estimate and will make its cost estimators, calculations and basis for the estimate, reasonably available to the City to facilitate the City's review, the sharing of information and the reconciliation of City comments. If changes suggested by the City in a written comment are not included in the final 60 percent design cost estimate, Sound Transit's cost estimator will provide the City's Designated Representative with a summary explaining why a change was not included. If the Project Scope is decreased Sound Transit will perform another cost estimate in accordance with Section 3.3. This cost estimate will be used to determine the amount of the City's four installment payments toward its share of TLE Project Costs, as provided under Section 3.2

- 3.5 In-Kind Contribution. The estimated value of the in-kind contributions as set forth as section 3.9.3 must be agreed to by Sound Transit. The definition of inkind contribution is TLE Project work performed by the City in lieu of a monetary payment to Sound Transit toward its share of TLE Project Costs, including TLE Project utility relocation work performed by the City, and the agreed upon market value of any real property interests (e.g., easements) conveyed to Sound Transit by the City. The City and Sound Transit do not have to agree to details of the estimate of the in-kind work for purposes of calculating the City's Estimated Monetary Share in Section 3.2, as long as total value of the in-kind estimate is agreed upon and the scope of services is provided by the City through a Work Order under the City Services Agreement. The Parties will affirm in writing, the estimated value of the City's estimated in-kind contribution for inclusion in Sound Transit's TLE Project baselining in Section 3.3.
- 3.6 Reconciliation. After final acceptance ("Final Acceptance") of the completed TLE Project, as that term is defined under Sound Transit's construction contract, Sound Transit will reconcile the TLE Project Costs, including the Actual Cost of the City's in-kind contributions, and the City's grant contributions, and payment of annual installments to determine whether the City is entitled to a refund or is required to pay an additional amount to reach the City's monetary share of the TLE Project Costs under Section 2.4. If Final Acceptance occurs before the City's fourth installment payment under Section 3.1 is due, then the City's fourth installment payment will be the amount due determined from the calculation and reconciliation of TLE Project Costs. Following reconciliation, refunds by Sound Transit, or additional amounts owed by the City, will be paid to the other party within the later of 60 days following reconciliation or the due date for the final annual installment. The reconciliation will be subject to the same review process as set forth at Section 3.4 for review of the 60% cost estimate.
- 3.7 Betterments.
  - 3.7.1 The City may also propose Betterments to the TLE Project. If accepted by

Sound Transit, the City will be solely responsible for all costs of those Betterments, including design, environmental review and permitting (if needed), and increases of labor, material, equipment, and construction costs, including administration and inspection of the Betterment, impacts to original work, related construction working days, future operations and maintenance expenses, liability, and other related costs in excess of the cost of the design proposed by Sound Transit.

3.7.2 Except as set forth in Section 3.7.5, Betterments are defined as TLE Project elements that are not, (1) included in the initial project scope (See Exhibit A: Project Description), (2) included in the 60 percent plans and documents (unless identified as a Betterment), (3) among the mitigation measures indicated in the final environmental documentation for the Project, (4) required by statute, City code, adopted City standard, or other justification acceptable to Sound Transit, or (5) necessary to restore the operational capabilities of relocated utility facilities or provide like-kind replacements (except as otherwise provided in this Agreement).

3.7.3 Prior to design and construction of Betterments, the City and Sound Transit shall mutually agree in writing upon the scope of the work to include the Betterments in the TLE Project and an estimate of the costs to be allocated to the City. Upon completion of the work associated with the Betterment, ST will prepare a detailed invoice adjusted to reflect actual costs.

3.7.4 In the event the City determines that Sound Transit's invoice support is inadequate, the City may withhold payment for only the inadequately supported invoiced items, pay the balance of the invoice and then make a written request to Sound Transit for any additional information required to properly support the remaining outstanding payment. Disputes shall be subject to dispute resolution pursuant to Section 5 of this Agreement.

3.7.5 The City and Sound Transit agree that the design and construction of sanitary sewer improvements that are necessary in the normal course of completing the TLE Project include protection in place and reconnection of private lateral sewer lines to the newly relocated sewer main. The protection in place and reconnection of such private lateral sewer lines shall be a TLE Project cost and not a Betterment as follows: If a private lateral sewer line runs under the track, then Sound Transit will replace and reconnect the portion of the private lateral sewer line from the relocated sewer line up to the point of the private lateral sewer line that is below the point on the surface that is five feet from the rail farthest from sewer line. If the private lateral sewer line does not run under the tracks (i.e., the private lateral sewer line runs from the relocated sewer and away from the track slab), then Sound Transit will only be responsible for reconnection. If the private lateral sewer line must be relocated as a result of

relocation of the sewer main (e.g., elevation change of relocated mainline requires change in angle of side sewers), then such work will be considered a TLE Project Cost. However, if the condition of the private lateral sewer line does not allow for reconnection, then the installation of additional lateral sewer line pipe until a connection is possible is a Betterment. Notwithstanding the previous part of this section, Sound Transit will not replace any private lateral sewer line pipe beyond the roadway curb line.

- 3.8 All payments to Sound Transit will be made to Sound Transit, 401 S. Jackson Street, Seattle WA 98104, attn.: Accounts Receivable. Amounts due to Sound Transit for Betterments will be due within 30 days of invoicing from Sound Transit.
- 3.9 The City's share of costs for the TLE Project may come from the types and sources listed below 3.9.1 through 3.9.3:
  - 3.9.1 Non-grant monetary contribution.
  - 3.9.2 Non-Small Starts Grant Funding. Non-Small Start Grants to be utilized by the Parties for the TLE Project are listed below in Table 1.

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Granting Agency	Funding Source	Phase	Amount
Federal Transit Administration	Section 5339 Alternative Analysis	Alternatives Analysis	\$ 1,461,000
Federal Transit Administration	Congestion Mitigation Air Quality (CMAQ)	Preliminary Engineering - Environmental (NEPA)	\$ 3,400,000
Federal Transit Administration	Surface Transportation Program (STP)	Preliminary Engineering - Environmental (NEPA)	\$ 272,281
Federal Transit Administration	Congestion Mitigation Air Quality (CMAQ)	Right-of-way	\$ 1,927,662
Federal Transit Administration	Section 5307	Vehicles	\$ 6,000,000
Federal Transit Administration	2015 TIGER Request	Construction	\$ 15,000,000
WA State Dept of Transportation This grant is split between two State biennium: \$2.5m in 2015-2017 and \$2.5m in 2017-2019. The \$2.5m for 2017-2019 is subject to re- appropriation and Legislative approval.	Regional Mobility	Implementation	\$ 5,000,000
Total			\$ 33,060,943

3.9.3 In-kind Credits. Potential in-kind credits are listed in Table 2 below. The Actual Cost for in-kind credits and amounts will be determined under Sections 3.5 and 3.6 above and in accordance with what are deemed allowable costs under FTA Circular 5010-1E, FTA Grant Requirements, Chapter VI, Section 5. Design, design review, construction inspection, and public utility relocations will be conducted in accordance with Work Orders under the City Services Agreement. The City will provide documentation to Sound Transit on a monthly basis for the direct cost of the in-kind services completed by the City. This includes copies of original bills, invoices, expense accounts, payroll records/time sheets, and miscellaneous supporting data retained by the City including, but not limited to work records, rates, and material and equipment costs. Sound Transit will keep a tally of the in-kind direct costs so that the City's contribution can be reconciled at Project Closeout as explained in Section 3.6.

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•	Environmental Services (City storm water and sanitary sewer utility)	
	<ul> <li>Design review</li> </ul>	
	• Construction Inspection	
	o Sanitary Infrastructure Installation	
2.1	<ul> <li>Storm Water Infrastructure Installation</li> </ul>	
•	TPU Power	
	o Design	
	o Construction	
•	TPU Water	
	o Design	_
	• Construction inspection	
	<ul> <li>Water Service Construction Work*</li> </ul>	
	• Water Infrastructure Installation	
•	Real Estate for traction power substations – Provided that the City transfers p rights to Sound Transit at least one month prior to scheduled Notice to Procee the construction phase.	-

\* Water Service Construction Work" – Work completed by Tacoma Water personnel that will reconstruct water services along the Sound Transit project limits. Water services shall be the service pipe between the new or existing water main and the existing water meter.

3.10 Sound Transit will periodically, or upon request of the City, provide a comparison of actual TLE Project Cost to the budget with projection of final TLE Project Costs.

#### 4. Designated Representatives

Sound Transit's Designated Representative is identified as:

Sue Comis, Senior Project Manager Sound Transit 401 S. Jackson St Seattle, WA 98104-2826 Email: sue.comis@soundtransit.org Phone: (206) 398-5143

The City of Tacoma's Designated Representative is identified as:

Kurtis Kingsolver, Director Public Works Department 747 Market Street Tacoma, WA 98402 KKingsol@ci.tacoma.wa.us (253) 591-5269

Each Designated Representative is responsible for TLE Project coordination, scheduling and communication in support of the implementation of the obligations imposed by this Agreement. The Designated Representatives will meet and confer in good faith, exchange information and maintain open communication to facilitate the coordinated development of the Project. The Designated Representatives may receive notice at the above stated addresses. Each Party may unilaterally change their notification address in this section by written notice to the other Party.

#### 5. Dispute Resolution

- 5.1 The Designated Representatives will use their best efforts to resolve disputes and issues arising out of or related to the tasks covered by this Agreement. The Designated Representatives will communicate regularly to discuss the status of the tasks to be performed and to resolve any issues or disputes related to the successful performance of this Agreement. The Designated Representatives will cooperate in providing staff support to facilitate the performance of this Agreement and the resolution of any issues or disputes arising during the term of this Agreement.
- 5.2 Each Designated Representative will notify the other in writing of any problem or dispute that the Designated Representatives believe need to be resolved. The Designated Representatives will meet within three business days of receiving the written notice in an attempt to resolve the dispute.

- 5.3 In the event the Designated Representatives cannot resolve the dispute, the Steering Committee must meet within 30 days of the meeting between the Designated Representatives and engage in good faith negotiations to resolve the dispute. In the event the Steering Committee cannot resolve the dispute, the Policy Committee shall meet within 30 days of the Steering Committee meeting and engage in good faith negotiations to resolve the dispute.
- 5.4 The Parties may not seek judicial relief until and unless each of these dispute resolution steps above are exhausted.
- 6. **Other Agreements** 
  - 6.1 The Parties will execute a First Amended Right of Use Agreement to include the TLE Project and a City Services Agreement.
- 7. Notices. Except for routine operational communications, which may be delivered personally or transmitted by electronic mail or facsimile, all notices required hereunder shall be in writing and shall be deemed to have been duly given if delivered personally or mailed first-class mail, postage prepaid, to the Parties at the addresses set forth in section 4.

The Parties have executed this Agreement as of the day and year first above written; provided that, in the event no date is stated above, the Agreement shall be effective upon the date of the last signature below.

SOUND TRANSIT

Peter Rogoff **Chief Executive Officer** 

Date: 5118117

**CITY OF TACOMA** 

Elizabeth Pauli, Interim City Manager

Date:

Approved:

Kurtis D. Kingsolver, P.E., Director Public Works/City Engineer

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William A. Gaines, Director of Utilities/CEO

Date: 4/

Chris Robinson, Power Superintendent

Linda McCrea, Water Superintendent

WEWL Andy Cherullo, Finance Director

Attest:

5-5-2017 m

Doris Sorum, City Clerk

Approved as to form:

Sound Transit Legal Counsel

Approved as to form:

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Chief Deputy City Attorney

Exhibits:

**Project Description** А

#### EXHIBIT A

#### (Project Description)

#### Tacoma Link Expansion

#### **Project Description**

The Tacoma Link Expansion project is the proposed expansion of the existing Tacoma Link system that includes constructing and operating an additional 2.4 mile rail segment with 6 new stations and one relocated station, along with an expanded maintenance facility. The expanded segment would connect to the existing Tacoma Link system at Theater District Station. On November 19, 2015, the Sound Transit Board of Directors selected the project to be built for the Tacoma Link Expansion. A map of the project is shown in Figure 1. The project is a partnership between Sound Transit, the City of Tacoma, and the Federal Transit Administration. The purpose of the project is to improve mobility and access to the regional transit system for Tacoma residents, employees, and visitors by connecting the existing Tacoma Link system with additional major activity centers and destinations within the city.





**Route and Station Locations** 

The expansion alignment is approximately 2.4 miles long. The alignment will extend north from the 9th Street/Theater District Station via Stadium Way; continue west via North First Street and Division Avenue, and continue south on MLK Way to South 19th Street. The Theater District Station will be relocated north of South 7<sup>th</sup> Street on Commerce Street. The six new stations on the expansion segment are located near the following locations:

- Stadium Way/S 4<sup>th</sup> St
- N 1<sup>st</sup> St/N G St
- MLK Way/Division Ave
- MLK Way / 6<sup>th</sup> Ave
- MLK Way / S 11<sup>th</sup> St
- MLK Way / S 19<sup>th</sup> St

The new terminus station for Tacoma Link will be north of the MLK Way/S 18<sup>th</sup> Street intersection. The project will include tail tracks at both S 19<sup>th</sup> Street and the Tacoma Dome Station in order to accommodate approximately 10-minute headways. The project will directly connect to the existing Tacoma Link system, using Tacoma Link vehicle technology. An expansion of the Tacoma Link Operations & Maintenance Facility to the east of the existing facility will also be part of the project.

## Track Alignment/Roadway Configuration/Traffic Signals and Signage

Except for traction power substations and the expansion of the Operations & Maintenance Facility, no permanent construction is anticipated to occur outside of Tacoma street right-ofway. The alignment will be constructed within the existing City road right-of-way. Tracks will be placed in the travel lanes on each side of the road. The tracks would be constructed with a concrete slab with two rails embedded in the concrete. The project will only mill and overlay the roadway surface from the track slab to the curb, as well as re-stripe the roadway, and construct new curb ramps where required to comply with federal ADA standards. Sub-roadway structure will not be the responsibility of the project between the track slab and the curb. The mill and overlay will meet City of Tacoma design standards as well as the Restoration Policy.

At signalized intersections, the Tacoma Link vehicle operates like other vehicles in the roadway, following normal traffic signal indications and remaining part of the traffic flow. There are intersections that require special phasing or signaling for the Tacoma Link vehicle to traverse the intersection safely. These intersections and their treatment are described as follows:

- Stadium Way at 4<sup>th</sup> St potential modification to signal phasing to prevent queues behind streetcar
- Division at MLK a protected left turn phase will be required for Tacoma Link vehicles to turn from westbound Division Avenue to southbound MLK Way
- MLK Way at 18<sup>th</sup> St new signal to control Tacoma Link vehicle movement into and out of tail track

During the environmental analysis phase, existing and future traffic volumes and intersection delay were analyzed along the route, and they will be re-analyzed during the final design phase. If traffic conditions are impacted by Tacoma Link operations, or if Tacoma Link is delayed by traffic, mitigation measures such as transit signal priority (TSP) may be introduced at specific intersections. Efforts will be made to maintain both programmed traffic signal progression (to avoid negative impacts to programmed traffic) and Tacoma Link headways. TSP and other signal revisions are part of the project's capital cost and constructed with the project.

The re-striping will be designed to allow for safe passage and clearance of the Tacoma Link vehicle travel lanes adjacent to other parking, bicycle, and vehicle lanes. New traffic warning and regulatory signs will be placed along the route where necessary to provide safety and information to drivers, bicyclists, and pedestrians.

The project's design philosophy is to blend into the normal traffic stream as practicably and safely as possible. Existing turn lanes, parking lanes, loading zones, bus stops, bicycle lanes, and sidewalks will mostly remain, as they exist today, with exceptions at stations and other areas where revisions are necessary to provide safe crossings and movements. Efficient multimodal access to station areas has been considered in the location of the station platforms. During construction, the design will include provisions for ADA-compliant accessible routes for pedestrians and access to businesses, residences, and community facilities along the route.

## Station platforms

Stations will be designed as center platforms.

Most platforms will have a boarding area approximately equal to the length of one Tacoma Link vehicle, i.e., approximately 66 feet long. Ramps and curbs would transition the boarding area back to the pavement; therefore, each station would occupy a footprint of approximately 85 to 90 feet long. Two platforms will be extended to approximately 100 feet long, at 6<sup>th</sup> Avenue and MLK Jr. Way South and at 11<sup>th</sup> Street and MLK Jr. Way South, in order to provide queuing space behind southbound trains for following vehicles. Center platforms will be 12 feet wide. Each platform will be ADA-accessible from the crosswalk, and would have near-level boarding with the Tacoma Link vehicle's low-floor section and deployable bridge plate. Seating, signage, lighting (unless provided by streetlights), a canopy shelter, fare collection equipment, and space for public art would be constructed at each platform.

Center platforms occupy the middle of the roadway and serve both directions of travel from a single location. A center platform may replace an existing left-turn lane and may restrict turning movements. To accommodate the center platforms, northbound to westbound left turns will be prohibited on MLK Way at 6<sup>th</sup> Avenue and S 11<sup>th</sup> Street, and N G Street will become right-in/right-out only.

Driveways and sidewalks would be reconstructed in areas where it is necessary to accommodate Tacoma Link tracks and/or station platform ramps and curbs.

# Utilities/Traction Power Substations (TPSS)

Sound Transit is evaluating utilities that are within a restricted zone under the new tracks. As the TLE is an in-street facility, rather than running in an exclusive right-ofway, utilities cannot be relocated completely away from the Link facility as they would for light rail. During the final design phase, existing utilities are being individually assessed to determine any conflicts with the proposed track design. Wherever conflicts exist between parallel utilities, or crossing utilities, with the proposed track design, a proposed utility relocation plan is being developed to either protect utilities in place, or relocate affected utilities away from the restricted zone.

Existing utilities within the corridor will be assessed to determine if any stray current protection measures are needed.

The Tacoma Link Expansion mainline segment will be serviced by four new traction power substations. These substations will provide 750V DC power to the vehicles through an overhead contact system (OCS), using a single overhead contact wire supported by poles and span wires.

The locations of the substations as identified during preliminary engineering follow. A load flow analysis will be performed in final design to assess whether these locations provide full coverage of the expanded system in the event one substation goes offline.

- Right-of-way on S 2<sup>nd</sup> Street adjacent to Stadium Way
- Right-of-way on N 2<sup>nd</sup> Street at N I Street
- Right-of-way on S 5<sup>th</sup> Street midblock west of Martin Luther King Jr. Way
- Police station site near the alley west of Martin Luther King Jr. Way between S 15<sup>th</sup> and S 16<sup>th</sup> Streets

The locations of the OCS poles will be developed during the final design phase. Pole design will consider existing streetlight locations and, when possible and cost-effective, replace the existing streetlight poles with a joint-use OCS pole, thereby reducing the total number of poles installed along a street. Sound Transit will attempt to site the poles and TPSS facilities to minimize impacts to views and visual quality.

# Operations

The project would add five new Tacoma Link vehicles to the Tacoma Link system. The project's alignment, stations, and vehicles would be backwards compatible with the existing system, so that both old and new vehicles can traverse the entire system from end to end. The new vehicles would have similar characteristics to the existing fleet, including:

- o Similar length and width
- o Ability for bi-directional operation
- Low-floor / near-level boarding
- Double articulation
- ADA accessibility with bridge plates