



**April 24, 2026**

**SEPA ADDENDUM**

**Description of Proposal:** Sound Transit plans to construct the Operations and Maintenance Facility (OMF) South to receive, test, commission, store, maintain, and deploy light rail vehicles as part of Sound Transit’s link light rail system expansion program. The OMF will provide facilities for vehicle storage, inspections, maintenance and repair, interior vehicle cleaning, and exterior vehicle washing for approximately 144 light rail vehicles (LRV).

**Description of Addendum:** This addendum provides additional information and analysis supporting Sound Transit’s OMF South project and its Final Environmental Impact Statement (Final EIS; June 2024). The addendum is issued pursuant to WAC 197-11-600(4)(c) and WAC 197-11-625. The addendum evaluates design refinements, code modifications and clarifications contained in the draft Development Agreement between Sound Transit and the City of Federal Way, including the 18<sup>th</sup> Place S Extension critical areas exemption application. The addendum assesses whether or not new or different significant impacts would result compared to the Final EIS. The addendum does not substantially change the analysis of likely project impacts. An addendum may be issued for any SEPA document, and there is no set format. There is no comment period or appeal period for this addendum.

**Proponent:** Sound Transit (Central Puget Sound Regional Transit Authority)

**Location of the Proposal:** Federal Way, Washington

**Lead Agency:** Sound Transit (Central Puget Sound Regional Transit Authority)

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Date: \_\_\_\_\_

Signature: *Perry Weinberg*  
Perry Weinberg

The Final EIS and associated documents are available at <https://www.soundtransit.org/system-expansion/operations-maintenance-facility-south/documents>. The addendum and following attachments are available at <https://www.soundtransit.org/omfs-sepa>.

- Attachment A: Draft Development Agreement
- Attachment B: Partial Exemption Request Letter
- Attachment C: Noise and Vibration Analysis Technical Memorandum

Questions regarding these documents may be made by contacting Elma Borbe, Senior Environmental Planner, at [elma.borbe@soundtransit.org](mailto:elma.borbe@soundtransit.org) or 206-398-5445.

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April 2026

OPERATIONS AND MAINTENANCE FACILITY SOUTH

# SEPA Addendum



CENTRAL PUGET SOUND  
REGIONAL TRANSIT AUTHORITY



Operations and Maintenance Facility South

SEPA Addendum

April 2026

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- A Draft Development Agreement
- B Partial Exemption Request Letter
- C Noise and Vibration Analysis Technical Memo

# Acronyms and Abbreviations

ADA	Americans with Disabilities Act
City	City of Federal Way
DA	Development Agreement
Final EIS	OMF South Final Environmental Impact Statement
FWRC	Federal Way Revised Code
OMF	Operations and Maintenance Facility
SEPA	State Environmental Policy Act
WAC	Washington Administrative Code

# Introduction

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Sound Transit plans to construct the Operations and Maintenance Facility (OMF) South to receive, test, commission, store, maintain, and deploy light rail vehicles as part of Sound Transit's entire link light rail system expansion program. It will provide facilities for vehicle storage, inspections, maintenance and repair, interior vehicle cleaning, and exterior vehicle washing for approximately 144 light rail vehicles.

Sound Transit is the project proponent and State Environmental Policy Act (SEPA) lead agency, and it issued the OMF South Final Environmental Impact Statement (Final EIS) in June 2024, pursuant to Chapter 43.21C Revised Code of Washington. The Final EIS informs the public, agencies, and decision-makers about the potential environmental impacts and benefits of building and operating the OMF South. It includes avoidance, minimization, and mitigation measures that address potential impacts to elements of the natural and built environment, including transportation, visual and aesthetic, and ecosystem resources. It also acknowledges that design details, including mitigation measures, would be refined in coordination with the City of Federal Way (City) as the project advances through the final design and permitting approval processes.

Since publication of the Final EIS, Sound Transit has advanced the design of OMF South in collaboration with the City and the U.S. Army Corps of Engineers. Under the Federal Way Revised Code (FWRC) 19.85, a draft Development Agreement (DA) has been prepared, which identifies code modifications and clarifications to allow the project to be constructed (**Attachment A**). Concurrently, Sound Transit has submitted a partial exemption request under the City's Environmentally Critical Areas code FWRC 19.145.120 for the construction of the 18th Place S Extension (**Attachment B**). The 18th Place S Extension is designed to accommodate traffic from the vacation of 20th Avenue S, which is necessary to construct the project.

This addendum to the Final EIS provides additional information and analysis regarding the draft DA and design refinements, including the 18th Place S. Extension, and their potential impacts. The addendum does not substantially change the analysis of impacts and alternatives in the existing environmental documents, and it concludes that no additional mitigation measures are required.

Specifically, the addendum assesses potential environmental impacts that may result from code modifications/clarifications in the draft DA, the 18th Place S Extension Critical Areas Partial Exemption Request, and other design refinements. The addendum compares these impacts against the Final EIS and determines whether the changes result in different or new significant adverse impacts. Changes in environmental effects to transportation, visual and aesthetic resources, noise and vibration, and ecosystem resources are described in the following section.

Resources not affected by the refinements include acquisitions, displacements, and relocations; land use; economics; environmental justice, social resources, community facilities, and neighborhoods; air quality and greenhouse gas emissions; water resources; geology and soils; hazardous materials; public services; utilities, energy, and electromagnetic fields; historic and archaeological resources; and parks and recreational resources. These resources are not discussed further in this addendum.

## **Design Refinements**

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Since the publication of the Final EIS, in coordination with the City of Federal Way and U.S. Army Corps of Engineers, Sound Transit has explored opportunities to reduce project impacts, including impacts to roads, wetlands, and utilities. This work resulted in rotating the site layout and removing a large storage building, which made it possible to reduce impacts to the wetlands and wetlands buffer. The proposed code modifications in the draft DA are based on this refined OMF South site design. See **Figure 1**.

The refinements include:

- Rotating the entire layout of the site to align the internal tracking north-south instead of east-west.
- Removing Link System-Wide Storage from the site.
- Moving the main vehicular access gate from S 341st Place to 18th Place S and adding a secondary gate on S 336th Street.
- Reducing the number of light rail lead tracks from the mainline to access the site from four to two.
- Switching the location of the mainline track and test track through the Belmor Mobile Home Park south of Winged Foot Way so that the test track would be west of the mainline track rather than east.
- Shifting the 18th Place S extension to the east, reducing its overall width, and redesigning grading to reduce impacts to the buffer of Wetland WFW-02/West Fork Hylebos Creek Tributary 0014C at the northwestern corner of the site. Sound Transit has applied to the City for a partial exemption from City code requirements for construction of a roadway. See **Figure 2**.

In addition to assessing the potential impacts of the site design refinement above, Sound Transit is also advancing the project's required mitigation areas, as described below:

- Acquiring up to four sites for off-site ecosystem mitigation to compensate for wetland and buffer impacts from construction of OMF South. See **Figure 3**.

## Code Modifications (Draft Development Agreement)

The following describes the draft DA's proposed code modifications and project-specific code applications, which are grouped by subject matter. The proposed code modifications and code applications reflect the design refinements made since publication of the Final EIS.

### Transportation

- **Street improvements.** The proposed code modifications include designing new retaining walls on 21st Avenue S and 18th Place S, allowing reduced pavement width for 24th Avenue S between S 330th Street and S 333rd Street, and constructing wider curb returns at the S 341st Street and 16th Avenue S intersection to allow larger vehicles to turn (draft DA Sections 4.1.2c, 4.1.3a, 4.1.3b, 4.1.3d, and 4.1.4).
- **18th Place S Extension** will serve as a haul route during construction and will be in place prior to OMF site work.
- The draft DA includes S 344th Street cul-de-sac as an unimproved area, compared to a "T" street ending in the Final EIS (draft DA Section 4.1.3c). See **Figure 4**.
- **Sidewalk improvements.** The proposed code modifications include new Americans with Disabilities Act (ADA)-compliant curb cuts as well as improving existing curb cuts to meet ADA requirements (draft DA Section 4.1.2a and b).
- **Haul routes.** The proposed code modifications identified new haul routes in addition to those identified in the Final EIS: 21st Avenue S from S 341st Street to the cul-de-sac and S 341st Street from 16th Avenue S to 18th Place S (draft DA Section 4.2.1 a,b and 4.2.2 a,b,c). See **Figure 5**.

### Visual and Aesthetic Resources

- **Building facades.** The proposed code modifications include requirements for modulating building facades and screening to minimize visual impacts from the road and residential areas (draft DA Sections 4.4.1 and 4.4.2).
- **Retaining walls.** The proposed code modifications describe maximum height walls and fences and examples of visual enhancements to minimize visual/aesthetics impacts. The draft DA also requires a new analysis for visible retaining walls from the street or adjacent land uses (draft DA Sections 4.5.1, 4.5.2, 4.5.3, 4.5.4, 4.5.5).
- **Landscaping and Open Space.** The proposed code modifications provide additional details about landscaping areas that are next to critical areas and residential areas. It provides for complying with Sound Transit landscaping standards for areas that are next to the

guideway. It also requires open space areas for use by OMF South staff (draft DA Sections 4.4.3, 4.6.1, 4.6.2, 4.6.3, 4.6.4, and 5.1).

## Critical Areas

- **18th Place S and Wetlands.** The proposed 18th Place S Extension footprint is modified so that it is moved entirely out of wetland and stream areas and only affects wetland buffer.
- **Wetland and Stream buffers.** The proposed code modifications allow for relocating streams near the guideway, crossing streams during project construction, and allowing for intrusion in a stream buffer area. The modifications describe the need for off-site mitigation areas, including using public open space as mitigation areas. It further allows for construction in wetland buffer areas. It describes how Sound Transit will prepare a buffer enhancement plan, consistent with Sound Transit's Clear Zone Requirements. It also confirms compliance with the Federal Way Critical Areas Code for construction of the fish passage structure on S 336th Street (draft DA Sections 4.3.1, 5.2.1).

## Potential Changes in Environmental Effects

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The discussion below evaluates both the design refinements and code modifications described above to determine whether or not resulting environmental effects are different or new compared to the Final EIS.

### Transportation

No new or additional traffic impacts are anticipated as a result of the design refinements or draft DA code modifications compared to what was discussed in the Final EIS. Section 1.1, Transportation, of Appendix K of the Final EIS (Potential Preferred Alternative Design Refinements), notes that moving the gate access to S 18th Place would not change general traffic movements in the area beyond what was analyzed in the Final EIS, and the limited number of vehicles that would use the S 336th Street secondary gate would not be expected to affect traffic volumes along S 336th Street. Removing Link System-Wide Storage from the project reduces staff by 21 employees from the total staff of 610 evaluated in the Final EIS, which would lead to a slight decrease in traffic volumes generated by the site. Deliveries to and from OMF South would also be reduced.

**Street improvements.** The draft DA's proposed code modifications for street improvements add more detail and specificity to the project elements evaluated in the Final EIS, but they do not result in any new or different adverse environmental impacts. The Final EIS acknowledges that as the design is advanced, it would include retaining walls as appropriate (see Final EIS Section 2.3.3, Overview of Construction Approach, and Section 3.12, Geology and Soils, Section

3.12.2.3, Construction Impacts, Impacts Common to All Alternatives). The Final EIS identified that while the site is in an area of relatively flat topography, it would need to be regraded, which would result in the need for retaining walls in certain locations.

The Final EIS Appendix C, Design Drawings, identified a curb reconstruction at the S 341st Street and 16th Avenue S intersection to allow larger vehicles to turn.

The Final EIS described construction of 21st Avenue S between S 341st Street and S 344th Street in Chapter 2, Alternatives Considered, and Appendix C, Conceptual Design Drawings and Engineering Information. At the proposed intersection of 21st Avenue S and S 344th Street, the Final EIS Preferred Alternative design included a T-shaped cul-de-sac as opposed to the unimproved area identified in the draft DA. Removing the cul-de-sac would reduce the amount of new impervious surface at the intersection and avoid the need to culvert the stream adjacent to the east side of the roadway.

The draft DA's allowance for the 24th Avenue S right-of-way to remain less than 60 feet wide is an acknowledgement that the existing right-of-way for 24th Avenue S is currently less than 60 feet wide, and that additional right-of-way will not be acquired to establish a consistent 60-foot-wide right-of-way. The project proposes a 28-foot-wide section for 24th Avenue S, consistent with the draft DA's requirement that the minimum width be maintained at 22 feet. As a result, there are no new impacts from these requirements.

In summary, roadway reconstruction was considered by the Final EIS. No new impacts on traffic operations are anticipated due to the code modifications described in the draft DA. Moreover, this work would be categorically exempt under Washington Administrative Code (WAC) 197-11-800(2)(d)(8), if this work were addressed as an independent project.

**Sidewalk improvements.** The draft DA specifies the need to construct pedestrian curb cuts to provide safe mobility in compliance with ADA requirements. This does not result in new or different adverse environmental impacts, as the Final EIS describes that right-of-way improvements would be constructed as part of the project, including the development of new pedestrian and/or bicycle facilities. Moreover, these detailed street improvements would be categorically exempt under WAC 197-11-800(2)(d)(ix), if these improvements were undertaken as an independent project.

**Haul routes refinements.** The draft DA's description of two additional streets for haul routes would not result in new or different adverse environmental impacts than described in the Final EIS. The Final EIS discloses that a number of streets surrounding the OMF Site could serve as haul routes and acknowledges that final haul routes would be identified in coordination with Federal Way as part of final design and the permitting process. The Final EIS also states that properties impacted during construction would be restored as closely as possible to their previous condition.

## Visual and Aesthetic Resources

No new or additional visual and aesthetic impacts are anticipated as a result of the design refinements or proposed code modifications in the draft DA compared to what was discussed in the Final EIS.

Switching the test track location to the west side of the mainline would slightly change the view of the primarily elevated mainline to the test track. The Final EIS identified high visual change and high visual impacts to the residences along the mainline within Belmor and along 24th Avenue S to just north of S 336th Street in Section 3.7, Visual and Aesthetic Resources, Section 3.7.2.2. Long Term Impacts. The Final EIS Appendix K, Section 1.2, Visual and Aesthetic Resources, also evaluated switching the test track location. As described in Appendix K, switching the test track location would change the view of the primarily elevated mainline to the test track. However, it would not change the high visual impact.

The visual and aesthetic impacts of the rotated OMF South site were also evaluated in Appendix K. The visual and aesthetic impacts would be similar to what was described for the Preferred Alternative in the Final EIS because the building heights and bulk would be the same. The scale, form, materials, and visual character of the design refinements associated with building facades and landscaping would minimize visual impacts and be aesthetically compatible with the existing scale of the surrounding project area. Removal of the Link system-wide storage facility would result in less visual bulk. The Final EIS acknowledges that as part of final design, Sound Transit would work with Federal Way to identify design elements to minimize visual impacts, in compliance with Federal Way regulatory codes. See Final EIS Section 3.7.2.4, Avoidance and Minimization of Impacts, and Section 3.7.3, Mitigation Measures.

The draft DA's proposed code modifications for building façades, retaining walls, and landscaping add more detail and specificity to the avoidance and minimization measures identified in the final EIS. These measures will address visual and aesthetic impacts from construction of new buildings, mainline, retaining walls, and removal of vegetation. The wall face and landscaping treatments specified in the draft DA will be applied to these project elements, including the retaining walls that will be used to limit fill along the perimeter of the OMF site, the 18th Place S extension, the widening of S 336th Street, and the 21st Avenue S construction to reduce wetland impacts. As a result, the design refinements and draft DA code modifications will not result in any new or different significant adverse impacts.

## Noise and Vibration

Relocating the test track to the west side of the mainline would result in one additional moderate noise impact at a single-family residence in Belmor due to its proximity to the proposed tracks. Building sound insulation would mitigate the impact at this residence. There would be no vibration impacts. Please see **Attachment C**. Also, this design

refinement and potential impacts were identified in Section 1.3, Noise and Vibration in Appendix K of the Final EIS.

## Critical Areas

The rotation of the design allows internal tracks to be oriented north-south rather than east-west, which reduces encroachment on critical areas to the east and west of the project site. This design refinement and reduction in impacts was identified in Section 1.4, Ecosystem Resources in Appendix K of the Final EIS. In addition, retaining walls are proposed to limit fill along the perimeter of the OMF site, the 18th Place S extension, the widening of S 336th Street, and the 21st Avenue S construction, thus reducing direct, permanent wetland impact areas from 4.32 acres in the Final EIS to 2.1 acres.

**18th Place S and Wetlands.** The proposed realignment of 18th Place S shifts the roadway approximately 100 feet to the east and out of Wetland WFW-02 and the West Fork Hylebos Creek Tributary 0014C and thus avoids approximately 1.7 acres of direct impacts to the wetland and stream (see **Figure 2**). As a result, all temporary and permanent impacts to wetland and stream from the proposed road have been avoided. The road extension will cause unavoidable impacts to forested buffer for a Category II wetland and the West Fork Hylebos Creek tributary, but these impacts will be mitigated.

**East Fork Hylebos Creek Tributary 0016A.** The refined design reduces the number of elevated crossings of East Fork Hylebos Tributary 0016A from four to two, thereby decreasing impacts to aquatic resources. The eastern site boundary of the site that parallels East Fork Hylebos Creek Tributary 0016A shifts to the west 10 to 20 feet, which allows a wider stream corridor than analyzed in the Final EIS for the Preferred Alternative. This refinement and potential wider stream corridor were identified in Appendix K of the Final EIS. The design refinements also include tightening the track radii to the absolute minimum operational limits within the yard and for the lead tracks. As a result, the project now includes 157 feet of new stream length and daylighting 729 feet of piped channel. For comparison, the Final EIS reported 130 feet of new stream length and daylighting 420 feet of piped channel.

**Off-site Mitigation Areas.** The Final EIS identified the need for off-site mitigation areas to mitigate the project's impacts (Final EIS Section 3.10 Ecosystem Resources, 3.10.3 Mitigation). The Final EIS Ecosystem Resources Technical Report (Appendix G3) also included potential off-site mitigation sites, including the sites identified in the draft DA (see **Figure 3**).

## Conclusion

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As the lead agency for the project under SEPA, Sound Transit has determined that an addendum to the existing environmental documents is appropriate to support the design refinements, the City of Federal Way's execution of a draft DA, and the approval of the 18th Place S Extension critical areas exemption. Sound Transit has evaluated the design refinements made to the OMF South project design since publication of the Final EIS and has determined that these refinements and the code modifications and clarifications contained in the draft DA would not result in any new or different significant adverse impacts. Similarly, the 18th Place S Extension critical areas exemption would not substantially change the analysis of impacts in the 2024 Final EIS for OMF South. Accordingly, no additional environmental review or mitigation measures are required.

## References

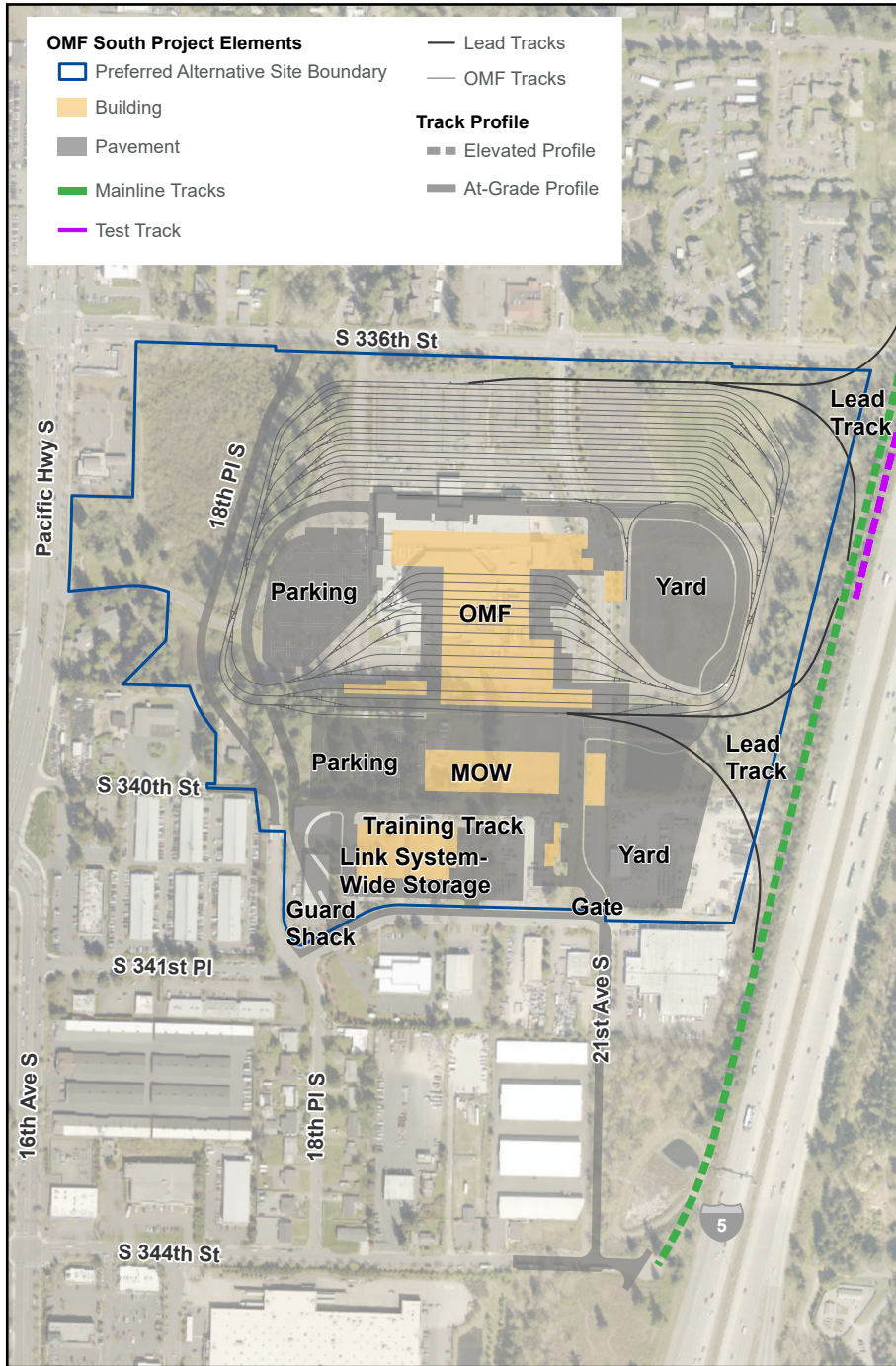
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Sound Transit. June 2024. *Operations and Maintenance Facility South Final Environmental Impacts Statement*.

# Figures

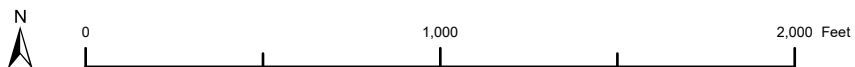
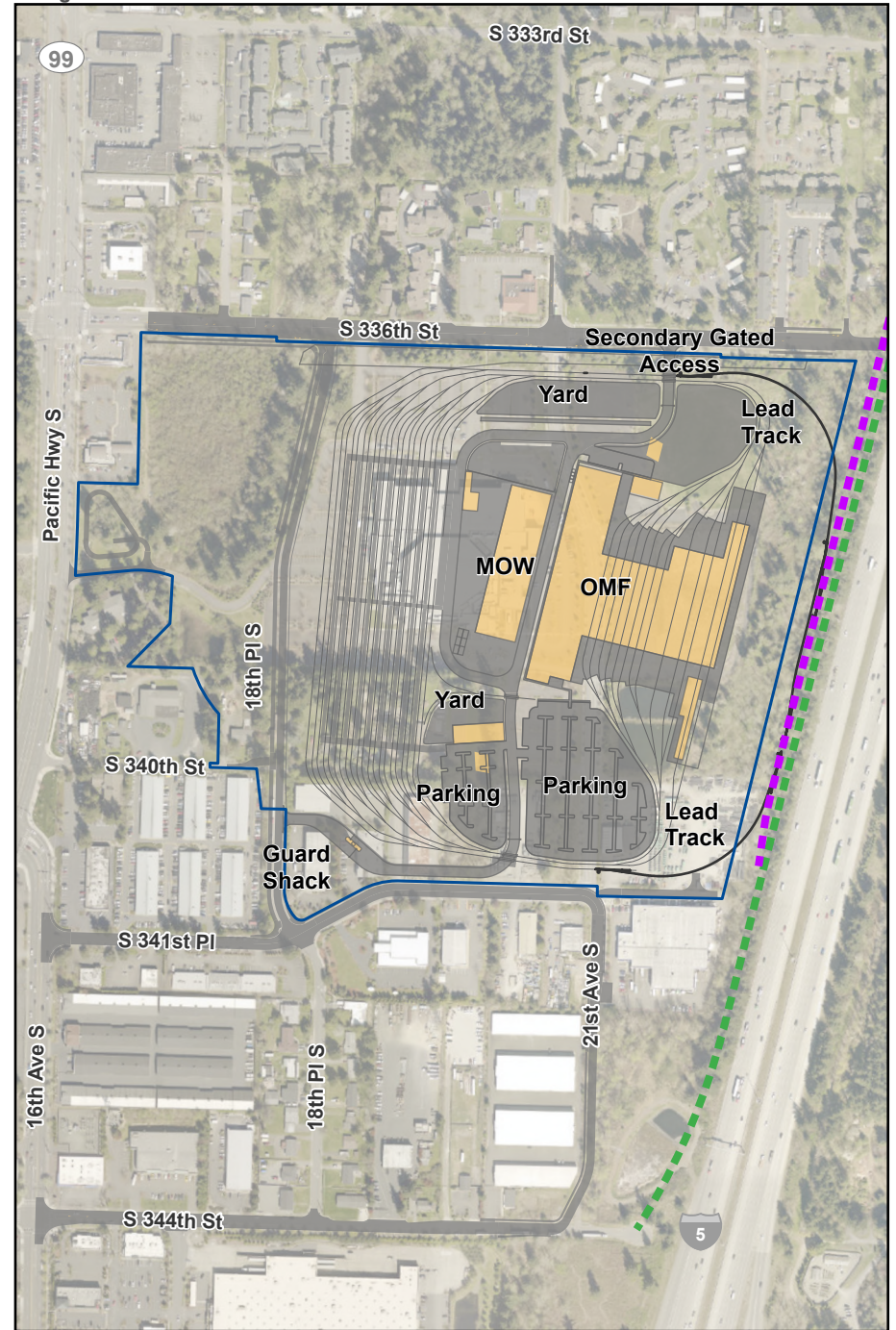


Preferred Alternative - Final EIS



Data Sources: King County; Cities of Des Moines, Federal Way, Kent (2023).

Design Refinement - Rotated Site

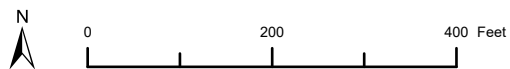


**FIGURE 1**  
Comparison of Final EIS Preferred Alternative  
and Rotated Site Design  
OMF South

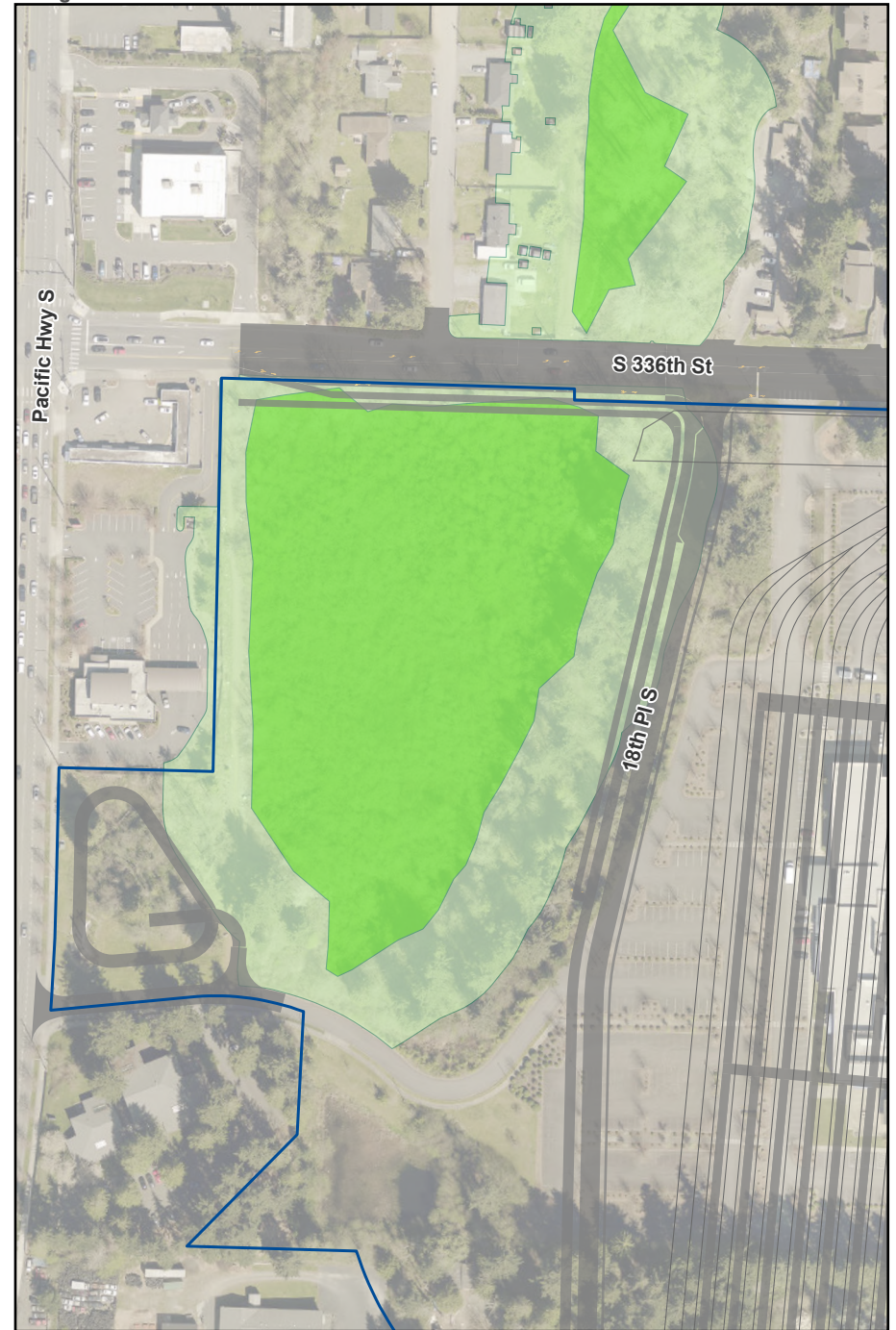
Preferred Alternative - Final EIS



Data Sources: King County; Cities of Des Moines, Federal Way, Kent (2023).



Design Refinement - Rotated Site

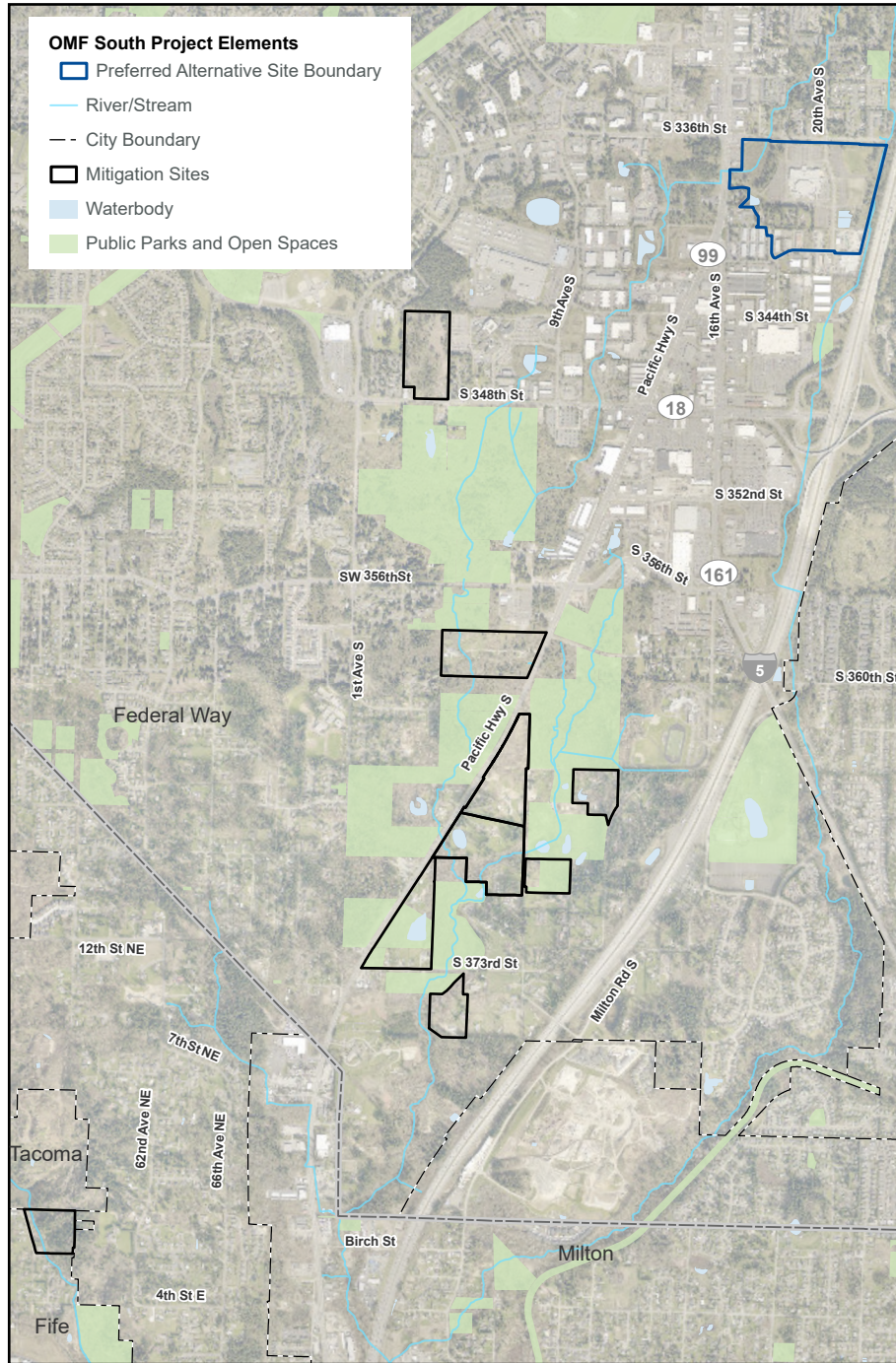


**FIGURE 2**

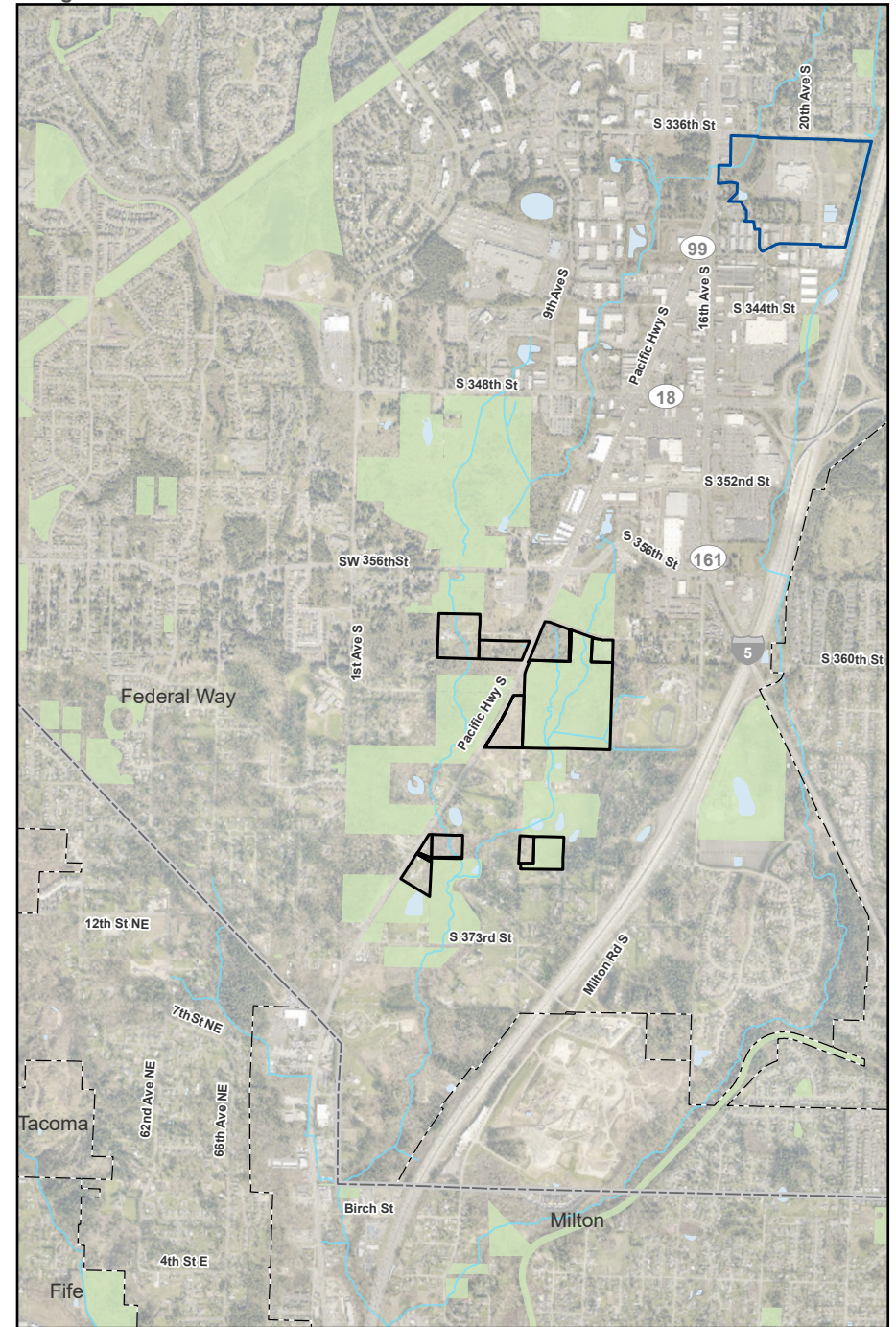
Comparison of Final EIS and Design Refinements  
for 18th Place S Extension

OMF South

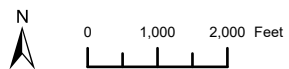
Preferred Alternative - Final EIS



Design Refinement - Rotated Site



Data Sources: King County; Cities of Des Moines, Federal Way, Kent (2023).



**FIGURE 3**  
Comparison of Final EIS and  
Planned Off-Site Mitigation Sites  
OMF South

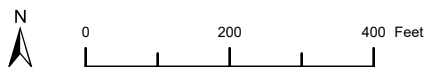
Preferred Alternative - Final EIS



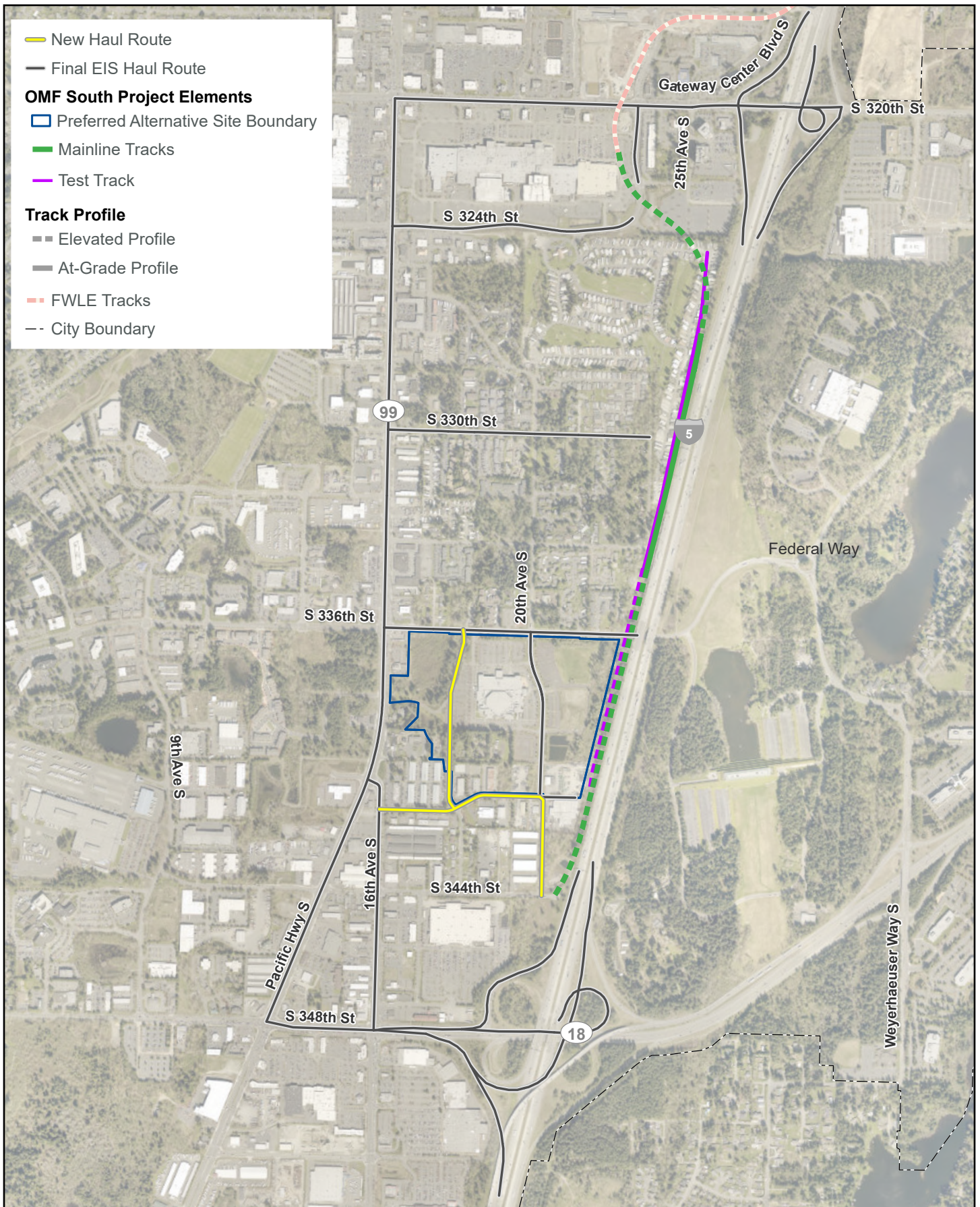
Design Refinement - Rotated Site



Data Sources: King County; Cities of Des Moines, Federal Way, Kent (2023).

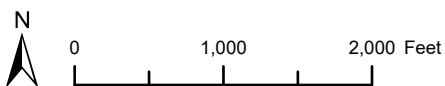


**FIGURE 4**  
Comparison of Final EIS and Design Refinements  
for 21st Ave S/S 344th Street Intersection  
OMF South



Data Sources: King County; Cities of Des Moines, Federal Way, Kent (2023).

**FIGURE 5**  
Updated Haul Routes



Attachment A:  
Draft Development Agreement



**DEVELOPMENT AGREEMENT BETWEEN  
THE CITY OF FEDERAL WAY AND  
CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY:  
OPERATIONS & MAINTENANCE FACILITY SOUTH  
GA 0058-24**

This Development Agreement ("Agreement") is entered into by and between the CITY OF FEDERAL WAY ("City"), a Washington municipal corporation, and the CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY ("Sound Transit"), a regional transit authority. Sound Transit and the City are each a "Party" the Agreement and collectively the "Parties" to this Agreement.

**RECITALS**

- A. The City is a non-charter optional municipal code city incorporated under the laws of the State of Washington, with authority to enact laws and enter into development and right-of-way agreements to promote the health, safety, and welfare of its citizens.
- B. Sound Transit is a regional transit authority created pursuant to RCW 81.104 and 81.112, with all powers necessary to implement a high-capacity transit system within its boundaries in King, Pierce, and Snohomish Counties.
- C. This Agreement is authorized by RCW 36.70B.170 – 210. In addition, the City has adopted regulations governing development agreements, as set forth in Federal Way Revised Code ("FWRC") 19.85, and those regulations allow a property owner to apply to the City to enter into a development agreement to address project development standards including design standards, project phasing, review procedures, standards for implementing decisions, vesting, and other appropriate development requirements.
- D. The Growth Management Act (Chapter 36.70A RCW) requires that the City plan for and encourage multimodal transportation systems, which includes high-capacity transit facilities such as the Operations and Maintenance Facility South ("OMF South") (RCW 36.70A.020), and to accommodate within the City such essential public facilities (RCW 36.70A.200). Likewise, the Growth Management Act grants authority to the City to impose reasonable permitting conditions on projects, such as Sound Transit's.
- E. In November 2016, voters approved funding for an extensive program of transportation projects, known as the Sound Transit 3 plan. This plan includes, among other projects, the extension of the link light rail transit system from its terminus at the Downtown Federal Way Station, currently under construction at the Federal Way Transit Center, to the Tacoma Dome Station, called the Tacoma Dome Link Extension Project, and included OMF South.
- F. Sound Transit and the City signed a Partnering Agreement related to the Tacoma Dome Link Extension Project dated June 27, 2018, intended to address and document progress toward goals identified by the Sound Transit Board in Motion M2018-62, which directed Sound Transit staff to work with the City to identify and obtain commitments for permitting

processes that would provide certainty and predictability for the Tacoma Dome Link Extension Project, such as use of completed Sound Transit environmental documents and Federal Transit Administration (“FTA”) mitigation requirements, establishing a consolidated permit process, amending and resolving technical code requirements that are impractical or infeasible, supporting and accommodating the light rail system in land use plans and development regulations, and allowing for extended vesting or duration of land use approvals.

- G. On February 27, 2019, the City and Sound Transit executed a Project Administration Agreement and associated Task Orders establishing responsibilities for City participation in the Tacoma Dome Link Extension Project implementation and how Sound Transit would reimburse the City for costs incurred for design review, permitting, and public right-of-way review and approval services as authorized by the terms of the Project Administration Agreement.
- H. Sound Transit intends to deliver OMF South as a progressive design-build procurement and is coordinating with the City in preparation for OMF South design and construction. For the purposes of this Agreement, the term “OMF South” or “Project” refers to the OMF South Project.
- I. Sound Transit has completed environmental analysis of the Project in accordance with the National Environmental Policy Act (“NEPA”) and State Environmental Policy Act (“SEPA”). Sound Transit completed SEPA with the issuance of the Operations and Maintenance Facility - South Final Environmental Impact Statement (“FEIS”) on June 7, 2024. The FTA issued a Record of Decision (“ROD”) on August 7, 2024, and the Federal Highway Administration issued a ROD on August 29, 2024, concluding the NEPA process.
- J. Sound Transit has adopted real property acquisition and relocation procedures and guidelines that comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (PL 90-646, 84 Stat. 1894), as amended by the Uniform Relocation Act Amendments of 1987 (PL 100-17, 101 Stat. 246-256) and as implemented by the United States Department of Transportation (49 CFR 24), all of which establish a uniform policy for the expedient and consistent treatment of owners subjected to land acquisition practices and provide for the fair and equitable treatment of persons displaced as a result of public works programs or projects of a local public body. Pursuant to these policies and its statutory authority, Sound Transit has acquired or will acquire such real property interests as necessary to construct, maintain, and operate the Project.
- K. The Parties recognize the importance of building OMF South to support light rail expansion as part of the comprehensive program of regional transit improvements approved by voters and the City recognizes Sound Transit’s goal of completing construction of the facility by 2031 to enable commissioning and maintenance of new light rail vehicles scheduled to arrive in 2032, which are required to maintain service frequency and increase passenger capacity. The Parties will work in a collaborative effort to resolve any issues and risks affecting design, planning, or construction of the OMF South, as specified in this Agreement.
- L. Completion of OMF South is consistent with and will promote the goals and policies of the Comprehensive Plan (**see Exhibit XX**).
- M. Pursuant to RCW 36.70B.200 and FWRC 19.85.130 and 19.85.150, the City Council held

a properly noticed public hearing and considered the factors for review of a development agreement in FWRC 19.85.120, and determined that the proposed Project is generally consistent with the City's development regulations and that the modifications thereto provided by this Agreement are offset by the benefits to be received from the Project; and the City Council has authorized the Mayor to enter into this Agreement.

**NOW THEREFORE**, in consideration of mutual promises and covenants herein, the Parties hereto agree to the terms and conditions as follows:

## 1.0 PROJECT DESCRIPTION

The Operations and Maintenance Facility South (OMF South) Project provides essential facilities and guideway infrastructure to support Sound Transit's expanding light rail system serving the Federal Way Link Extension (FWLE) and Tacoma Dome Link Extension (TDLE). The Project is located within the City of Federal Way, King County, Washington, on an approximately sixty-four (64) acre site generally bounded by South 320th Street to the north, South 344th Street to the south, Interstate 5 to the east, and Pacific Highway South (State Route 99) to the west.

The Project includes the OMF South buildings and yard, consisting of maintenance and operations buildings, storage, test and training tracks, internal circulation, parking, utilities, and supporting site improvements necessary for light rail operations. In addition, the Project includes construction of the OMF South mainline connection and test track that provide operational access between the regional light rail system and the OMF South site.

The guideway portion of the Project consists of approximately 1.4 miles of mainline track extending south from the southern terminus of the FWLE to the OMF South yard, and approximately 1.0 mile of test track extending north from the OMF South yard. These guideway improvements include trackwork, civil and structural elements, utilities, and associated roadway and streetscape improvements necessary to support light rail operations.

For purposes of this Agreement, the Project limits encompass the OMF South site and all associated guideway and transit way improvements within the limits outlined in **Exhibit 3.1A and 3.1B**.

## 2.0 SEPA COMPLIANCE

Sound Transit is the lead agency for compliance with SEPA. In coordination with the City and other agencies with jurisdiction, Sound Transit has completed the substantive and procedural environmental review for the Project under SEPA with publication of the FEIS on June 7, 2024.

This environmental review analyzes and addresses this Agreement, Project Impacts, Project permits, and Project-related mitigations. The City will use and rely upon these existing environmental documents to satisfy its SEPA responsibilities consistent with WAC 197-11-600. The foregoing does not limit the City's authority to impose reasonable permit conditions pursuant to its development regulations and is not a substitution for approval of any permits required under City code.

## 3.0 VESTED RIGHTS

- 3.1 Vesting and Build-Out Period. Sound Transit vests to this Agreement and to the City regulations in effect on the effective date of Agreement, and such regulations shall apply to the Project throughout the term of this Agreement. For this period, the City shall not impose new or different regulations or standards on the Project except as provided in this Agreement, unless state, County or federal laws preempt the City's authority to vest regulations. To the extent this Agreement does not establish or identify development regulations or standards covering a certain subject, element, or condition, the Project shall be governed by the City development standards and regulations in effect on the effective

date of this Agreement including the 2024 Design and Construction Standards.

3.2 Vesting Exemptions. The following are exempt from vesting under this Agreement:

- a) Plan review fees, inspections fees, and land use application fees;
- b) Connection charges, general facilities charges, and monthly services charges;
- c) Amendments to building plumbing, fire and other construction codes adopted pursuant to RCW Ch. 19.27 or 19.27A;
- d) City enactments that are adopted pursuant to state or federal mandates (such as the City's NPDES Municipal Stormwater Permits) that preempt the City's authority to vest regulations.

3.3 Reserved Rights. The City reserves the authority to impose new or different officially adopted regulations to the extent required by a serious threat to public health and safety pursuant to RCW 36.70B.170(4).

3.4 Sound Transit Self-certification. Sound Transit will self-certify and self-label its traction power substations (TPSS), wayside and OMF South yard train telecommunications electrical equipment (communications bungalows, enclosures, cabinets and cases), as previously approved by the State of Washington Department of Labor and Industries on May 10, 2002, and reaffirmed by the same on August 31, 2017, and again on October 15, 2018.

The City acknowledges that Sound Transit is its own laboratory to self-label and self-certify its equipment in lieu of an approved testing laboratory. Sound Transit's TPSS, and wayside signal and communications electrical equipment are railroad equipment that are built and installed per the American Railway Engineering and Maintenance-of-Way Association and the Association of American Railroad standards.

Self-certification and labeling are limited to the self-contained units, including TPSS, signal bungalows, and cabinets, and are not intended to limit the City's authority to permit and inspect any ground excavation or foundation for a TPSS/signal bungalow/communications bungalow, and electrical connections in accordance with Title 11 and 13 FWRC.

3.5 Non-Interference. The City shall not interfere with Sound Transit's ability to secure, obtain, and maintain, at Sound Transit's sole cost and expense, any permits, licenses or approvals of other governmental agencies or authorities, or of any necessary third parties, for the use of any structures or facilities, including streets, roads, or utilities provided Sound Transit complies with City Codes and requirements.

3.6 Utility Relocation.

3.6.1 City Utilities: The Parties acknowledge that certain utilities, specifically storm and fiber optic systems and appurtenances, owned by the City and located on City property or within public right-of-way will be relocated and/or impacted by the Project. Sound Transit will relocate the City-owned utilities that conflict with the Project at Sound Transit's expense. That portion of the Design-Build Contractor's work consisting of the City's storm and fiber optic systems and appurtenances shall not be given final acceptance until it is approved in writing by the City. The City shall not unreasonably withhold final acceptance.

3.6.2 Other Utilities: Sound Transit may enter into separate agreements with non-City utility entities regarding the relocation of their facilities; however, the City will

continue to assist Sound Transit in pursuit of timely agreement by such utilities to relocate their facilities so as not to impact the Project schedule.

#### 4.0 CODE MODIFICATIONS

This Agreement approves the code modifications and Project specific code applications identified in this Section 4.

##### 4.1 Design and Construction Standards for Utilities and Street Design (Ch. 19.135 FWRC).

4.1.1 The following modifications are made to FWRC 19.135.180 and Chapter 3.0 Standards for Storm Drainage Systems of the Design & Construction Standards (standards at the time of vesting):

- a) Sound Transit may construct detention/retention infrastructure for its facilities above or below ground.
- b) Sound Transit may construct underground stormwater vaults for improvements to City infrastructure within the right-of-way of the following streets, 24<sup>th</sup> Ave S, S 336<sup>th</sup> Street, 18<sup>th</sup> Place S, S 341<sup>st</sup> Place, and 21<sup>st</sup> Ave S (including new extension). The quantity of vaults per Threshold Drainage Area will be limited to one unless the location of utilities shown in STD Detail FW.H5.40 is required.

4.1.2 The following clarifications and modifications are made to Ch. 19.135 FWRC and Chapter 4.0 Standards for Streets of the Design & Construction Standards (standards at the time of vesting) for existing streets:

- a) S 336<sup>th</sup> Street:
  - i. Limits: 200 feet east of State Route 99 to 400 feet east of the centerline intersection of 20<sup>th</sup> Avenue South and S 336<sup>th</sup> Street.
  - ii. Street Section and Frontage Improvements: As shown in **Exhibit 3.2-A, 3.2B 3.2C and 3.2D.**
  - iii. Ramps:
    1. 20<sup>th</sup> Avenue South Intersection: New ramps will be installed on the south side of S 336<sup>th</sup> Street. Ramps on the north side of S 336<sup>th</sup> Street shall be consistent with code and all applicable standards.
    2. 18<sup>th</sup> Place South Intersection: New ADA ramps will be installed as shown in **Exhibit 3.3A.**
  - iv. Other: Signalization/channelization at 20<sup>th</sup> Avenue South revised to three-leg intersection.
- b) S 341<sup>st</sup> Place:
  - i. Limits: 16<sup>th</sup> Avenue South to 21<sup>st</sup> Avenue South.
  - ii. Street Section: As shown in **Exhibit 3.2A, 3.2E and 3.2F.**
  - iii. Ramps:
    1. 18<sup>th</sup> Place South Intersection: New ADA ramps will be installed on the north and south side of S 341<sup>st</sup> Place.
    2. 21<sup>st</sup> Avenue South Intersection: Existing ramps shall be consistent with code and all applicable standards.
- c) 24<sup>th</sup> Avenue South:
  - i. Limits: S 330<sup>th</sup> Street to S 333<sup>rd</sup> Street.

- ii. Street Section: As shown in **Exhibit 3.3A and 3.3B**.
- iii. Intersection at 24<sup>th</sup> Avenue South and S 333<sup>rd</sup> Street:
  - 1. City ROW width will be less than 60 feet. Additional ROW acquisition will not be acquired to establish consistent 60 feet ROW.
  - 2. Minimum pavement width will be maintained at 22 feet through the intersection.

4.1.3 The following clarifications and modifications are made to Ch. 19.135 FWRC and Chapter 4.0 Standards for Streets of the Design & Construction Standards (standards at the time of vesting) for new streets:

a) 21<sup>st</sup> Avenue South:

- i. Limits: S 341<sup>st</sup> Place to S 344<sup>th</sup> Street.
- ii. Street Section: As shown in **Exhibit 3.3D and 3.3E**.
- iii. Other: New retaining wall to be owned and maintained by the City.

b) 18<sup>th</sup> Place South:

- i. Limits: S 336<sup>th</sup> Street to S 341<sup>th</sup> Place.
- ii. Street Section: As shown in **Exhibit 3.3A and 3.3B**.
- iii. Other: The City will own and maintain the new retaining wall associated with this new roadway.

c) Existing S 344<sup>th</sup> Street Cul-De-Sac:

- i. Conversion of ROW to Unimproved ROW: Existing paving, signage and gates will be removed east of the new 21<sup>st</sup> Avenue South.
- ii. Fencing will be installed around perimeter of the City ROW.
- iii. No vehicular access will be provided.

d) Curb Return Reconstruction

- i. Street Improvements: Eastern curb returns of S 341<sup>st</sup> Place and 16<sup>th</sup> Avenue South will be removed and replaced.
- ii. New curb return radius: 55 feet per **Exhibit 3.2E**.
- iii. Other: Dedication of property to City ROW to support larger curb return. As part of the permit submittal, truck turning movements for the different oversized delivery vehicles once the facility is operating shall be submitted.

4.1.4 Right of Way improvements shall be constructed in accordance with approved plans and materials submittals. Any deviations or materials installed without approval by the City will be subject to removal at Sound Transit's expense, at the City's sole discretion.

## 4.2 Haul Routes (Ch. 8.40 FWRC)

4.2.1 Approved Haul Routes. Sound Transit and the City have worked cooperatively to identify construction contractor haul routes that will be used to transport materials and equipment necessary to construct the Project while minimizing impacts on City businesses and residents. The approved additional haul routes, and restoration requirements for their use, are identified below:

- a) S 341<sup>st</sup> Place (16<sup>th</sup> Avenue South to 18<sup>th</sup> Place South)
- b) 21<sup>st</sup> Avenue South (between S 341<sup>st</sup> Place and end of existing cul-de-sac)

to the south).

If additional haul routes are needed during construction, Sound Transit will follow the process laid out in Section 2.6.C of the 2024 Construction Standards.

4.2.2 Restoration of Haul Routes. For any routes identified above or in the haul route plan (to be developed by Sound Transit) they will restore the existing roadway pavements within the public right-of-way to the following standards:

- a) The City has identified the following roadways with substandard pavement sections, and these routes will be restored by removing the existing asphalt pavement to full depth, recompacting the aggregate base to 95% of AASHTO T-180 proctor and constructing a 0.20' base course and a 0.15' surface course with HMA Class ½ inch, PG 58H-22.
  - i. S 341<sup>st</sup> Place (16<sup>th</sup> Avenue South to 18<sup>th</sup> Place South)
  - ii. 21<sup>st</sup> Avenue South (between S 341<sup>st</sup> Place and end of existing cul-de-sac to south)
- b) The following roadways will be used as a haul route and will be restored as defined in Section 4.1.2
  - i. S 336<sup>th</sup> Street (SR-99 to I-5)
  - ii. S 341<sup>st</sup> Place (18<sup>th</sup> Place South to 21<sup>st</sup> Ave South)
- c) Limits of all new and full-depth replacement pavement on the proposed additional haul routes will be from outside edge of asphalt to outside edge of asphalt and extend 25 feet around corners at public street intersections and up to the Right-of-Way line at private driveways. Any curb ramps not meeting current ADA requirements along the haul routes will be improved as part of the restoration.

4.2.3 Haul Route Restoration Implementation and Cessation of Work. A haul route plan as defined in Chapter 2.6.C of the City Development Standards will be submitted to the City prior to the start of construction. The plan will include a pre-condition survey of the haul routes identified above and will also include a post-condition survey. The pre-condition survey will be used to establish base condition of the haul route. Sound Transit and the City agree to site walks on a as needed basis during construction to review pavement conditions on the haul routes. Sound Transit will provide temporary repair (such as a patch and fill) if damages are identified during the site walks. Permanent pavement restoration will occur within 180-days (excluding Oct 1 – March 31 due to weather limitations) following the completion of the following activities:

- a) OMF South Site:
  - i. Major earthwork hauling
  - ii. Rail, tie, and ballast Delivery
  - iii. Interior major equipment (Railcar lifts, wheel truing, HVAC, bridge cranes, etc.) delivery
  - iv. Exterior major equipment (TPSS, generators, car wash equipment)
  - v. Precast SW vault section delivery
  - vi. Concrete and asphalt deliveries
- b) Main line:
  - i. Major earthwork hauling

- ii. Rail, tie, and ballast Delivery
- iii. Aerial guideway girders and other structural components
- iv. Concrete and asphalt deliveries
- v. Precast SW vault section delivery
- vi. TPSS delivery

4.2.4 Prompt Repair of Public Rights of Way During Construction. Sound Transit shall promptly repair any and all Public Rights-of-Way or public property that is disturbed or damaged during the construction of the Project to substantially the same condition or better condition, if required by City code. Sound Transit will complete identified repairs within 5 days notice by the City. If Sound Transit does not comply, the City may take the actions necessary to restore the Public Rights-of-Way at Sound Transit's expense.

4.3 Critical Areas (Ch. 19.145 FWRC).

4.3.1 This agreement vests to the critical area requirements in effect on the effective date of this Agreement. The following modifications from critical area code requirements outlined in Ch. 19.145 are approved as proposed:

- a) FWRC 19.145.280(2) and (3) is modified to allow a stream relocation in the vicinity of the elevated guideway. The stream relocation will not meet the criteria outlined in 19.145.280(2) and (3), given the stream location and site constraints related to the elevated guideway. For example, the design of the stream relocation will meet 19.145.280(2)(a) to create a natural meander pattern, except where the stream must be designed to flow between guideway support structures or within confined areas along the WSDOT right-of-way.
- b) FWRC 19.145.320(2)(b), (d), and (f) through (h) is modified to allow stream crossing to include the construction of the elevated guideway and lead tracks provided that impacts associated with the Project will be fully restored either through on-site restoration or off-site mitigation.
- c) FWRC 19.145.330(2), (2)(a) and (2)(b) and (3)(a), (b) and (f) is modified to allow an intrusion in a stream buffer area under or in the vicinity of the elevated guideway. To meet the intent of 19.145.330, Sound Transit will provide a buffer enhancement plan that identifies on-site restoration **(Exhibit XX)** and off-site mitigation **(Exhibit XX)** to compensate for impacts to stream buffer functions and provide overall benefit to the streams and riparian habitat in the Hylebos basin.
- d) FWRC 19.145.430 is interpreted to expressly allow off-site wetland mitigation in the form of preservation of high-quality wetlands as part of combined mitigation ratios outlined in the Joint Wetland Mitigation Guidance, and to allow use of city-owned open space parcels for off-site mitigation as illustrated in **Exhibit XX.**
- e) The City agrees to allow use of open space and/or park properties for OMF South mitigation including but not limited to the following parcels: 3221049112, 3221049141, 2921049153, 2921049059, 2921049153, 2921049157, and 7978200162. Sound Transit will work cooperatively with the City to ensure that both the City's planned capital improvement and/or parks projects and Sound Transit mitigation can each be accomplished to meet their respective goals.

- f) To meet mitigation requirements for wetlands outlined in FWRC 19.145.140 a mitigation plan has been developed using a watershed approach that includes off-site mitigation properties in the Hylebos Creek basin. Sound Transit will purchase private properties for mitigation as well as enhance or preserve wetlands on city-owned open space parcels in cooperation with the City.
- g) FWRC 19.145.440(3) through (7) are interpreted to allow the construction of the guideway, retaining walls, roadways, stormwater drainage facilities and utilities within wetland buffers. To meet the intent of 19.145.440, Sound Transit will provide a buffer enhancement plan that identifies on-site restoration, enhancement and off-site mitigation to compensate for impacts to wetland and buffer functions and provide overall benefit to wetland and riparian habitat in the Hylebos basin.
- h) On-site restoration of streams, wetlands and environmentally critical area buffers will be provided after construction to the extent such plantings are consistent with Sound Transit's Vegetation Clear Zone Requirements as described in the Sound Transit Requirements Manual (STRM), Section 802, (**Exhibit 4.6.1**).
- i) Plant selection will be informed by critical area reports and appendices describing existing native vegetation. Per **Exhibit 4.6.1**, larger stature trees may only be introduced as part of onsite restoration when they occur beyond the designated Vegetation Clear Zone.

#### 4.4 Community Design Guidelines (Ch. 19.115 FWRC)

- 4.4.1 FWRC 19.115.060(2) is modified to require building façade modulation and screening only to those façades that are both longer than 90 feet and are visible from either a right-of-way or residential use or zone.
- 4.4.2 FWRC 19.115.060(2) is modified to allow the following additional building façade modulation and screening options:
  - a) Large-scale repetitive elements such as projected fins, applied textures, offsets in plane or framing devices that provide the appearance of a change in building plane, although the foundation line below may remain uninterrupted (**Exhibit 4.4.1**).
  - b) Such applied elements must span at least 75% of the overall façade height, with each area of elements a minimum of 30 feet wide and a maximum of 60 feet wide, and in total cover no less than 40% of the building facade area. Maximum distance between each application of such elements shall be no more than 60 feet.
  - c) Canopies, offsets, or other façade projections. Minimum depth of canopies or offsets shall be no less than 6 feet.
  - d) "Framing" devices that are used to emphasize large-scale fenestration patterns, including trims, sunshades, solar fins, applied extrusions, and associated variation in glazing transparency, color, and texture.
- 4.4.3 FWRC 19.115.070(1)(d) is modified to only require public spaces for the operation and maintenance facility (OMF) and maintenance of way (MOW) buildings on the OMF South site, which may be satisfied by providing outdoor employee break areas. The requirement for integrative circulation elements will be satisfied by

providing pedestrian circulation within the OMF South site pursuant to FWRC 19.115.050(4).

4.5 Privately-Owned and Maintained Rockeries and Retaining Walls (Ch. 19.120 FWRC).

4.5.1 Applicability of FWRC 19.120.120 is modified as follows:

- a) When visible from City right-of-way and/or adjacent developed/developable a view analysis as indicated in the example provided in **Exhibit 4.5.1-A**, shall be provided by Sound Transit to identify all retaining walls that are visible from City right-of-way or adjacent developed/developable properties. The analysis will be supported by 3D visualizations, with up to 3 total views provided for each wall. Viewpoints shall be located such that the entire wall surface is captured within the field of view. The views shall be established using a pedestrian-scale eye-height of 60" above finished grade, with 90 degree viewing angle for consistency. View analysis shall not be required for walls which are greater than 400' from a ROW or adjacent property line; at this viewing distance treatment on the wall would no longer be discernable to the viewer, and the wall shall be considered not visible for the purposes of aesthetic treatment. A landscaped setback at the base of retaining walls required under FWRC 19.120.120(3) shall not be required when the base of the retaining wall abuts trackway. Retaining walls as modified herein are not required to obtain modification approval pursuant to FWRC 19.120.050.

4.5.2 FWRC 19.120.120(3) is modified as follows:

- a) Project retaining walls shall have: Maximum 35 feet height, as measured from finished grade at base of wall to top of wall; A landscaped setback at base of wall, with landscaping provided in accordance with setback width and the corresponding standard in the Retaining Wall Design Matrix **Exhibit 4.5.1-B**.
- b) Variety of visual enhancement: Landscape elements including differing plant species, varietal, mature height, and/or planting arrangement, shall be considered together with architectural wall treatment where provided, to provide visual diversity in modules of 90-foot maximum width. Examples of acceptable variety in modules are shown in **Exhibit 4.5.2**.

4.5.3 FWRC 19.120.120(6) is modified as follows:

- a) Project retaining walls shall have: A landscaped setback between base of wall and adjacent right-of-way, with landscaping provided in accordance with the perimeter landscaping required by FWRC 19.125.060.(9).(a) or where less than the width required by FWRC 19.125.060.(9).(a), in accordance with the setback width and corresponding landscaping type in the Retaining Wall Design Matrix **Exhibit 4.5.1-B**.
- b) Variety of visual enhancement: Landscape elements including differing plant species, varietal, mature height, and/or planting arrangement, shall be considered together with architectural wall treatment where provided, to provide visual diversity in modules of 90-foot maximum width. Examples of acceptable variety in modules are shown in **Exhibit 4.5.2**.

4.5.4 FWRC 19.120.120(7) is modified as follows:

- a) Project retaining walls that include less than 10 feet-wide Type III

landscaping or less than 4 feet-wide low planting screen at the base of the retaining wall, shall include architectural wall treatment in accordance with the Retaining Wall Design Matrix (**Exhibit 4.5.1-B**), and as follows:

- i. Variety of visual enhancement: Architectural wall treatment shall be considered in conjunction with landscape elements to achieve visual variety in accordance with Article 4.5.1, **Exhibit 4.5.2**.
- b) Architectural wall treatment shall include the following:
  - i. A wall texture or pattern applied to the wall to create variability and visual interest in the overall design. Where wall textures or patterns are used, a minimum 80% coverage of the visible wall surface is required when abutting a low planting screen and a minimum 50% coverage of the visible wall surface is required when abutting Type III landscaping.
  - ii. A design with similar character across all walls to create a family of patterns (**Exhibit 4.5.1-B**)
  - iii. Pattern and scale that is finer for areas from base of wall to 10 feet height (i.e. for pedestrian, bicyclist, and other perspectives in the immediate vicinity) than for wall areas above 10 feet height (i.e. for vehicular and other perspectives beyond the immediate vicinity).
  - iv. Textures and patterns shall be selected to deter vandalism with minimal smooth wall finish visible, especially from base of wall to 10 feet height.
- c) Project retaining walls that include at least 10 feet wide Type II landscaping at the base of the wall shall not require architectural wall treatment per **Exhibit 4.5.1-B**. Visual variety shall be accomplished via change to landscape species, varietal, mature height and/or placement, within the requirements of Type II landscaping defined in FWRC 19.120.120.050(2).

4.5.5 FWRC 19.125.160(6)(d) for rockeries and retaining walls located in required yards is modified as follows:

- a) Fencing located within 5 feet of retaining walls has a maximum 8 feet height, incorporates openings or gaps, and shall not present a solid or continuous visual surface, i.e. ensures visibility through fencing.

#### 4.6 Landscaping (Ch. 19.125 FWRC).

4.6.1 FWRC 19.125.020 Applicability is modified to include the following additional exception:

This article shall apply to all development applications in the City, with the exception of:

Areas on, under, or within 5 feet of Project guideway subject to Sound Transit Vegetation Clear Zone as shown in **Exhibit 4.6.1** that conflict with perimeter landscaping standards of FWRC 19.125.060 will be relocated and planted elsewhere within the Project as approved by the City. If Sound Transit demonstrates that it is impracticable to relocate and plant elsewhere within the Project, then an alternate location shall be considered subject to the order of priority pursuant to FWRC 19.120.140(1) and approved by the City.

4.6.2 FWRC 19.125.060 for landscaping requirements by zoning district is modified such

that Areas along lot lines where perimeter landscaping would be adjacent to portions of a lot that only contain environmentally critical areas and/or critical area buffers; said landscaping shall not have to comply with FWRC 19.125.060 standards but shall comply with all other applicable Chapter 19.125 FWRC standards.

4.6.3 FWRC 19.125.060(3)(a) is modified as follows:

Multifamily residential, RM: Type III landscaping 20 feet in width shall be provided along all public rights-of-way, except I-5 mainline right-of-way, and ingress/egress easements.

4.6.4 FWRC 19.125.060(9)(a) for landscaping requirements in the CE zone is modified such that for perimeter landscaping provided pursuant to “industrial uses” shall provide Type II landscaping 10 feet in width along [public rights-of-way and access easements] along I-5 right-of-way, such landscaping shall be located at the eastern edge of OMF South site improvements where it abuts environmentally critical areas and/or critical area buffers adjacent to I-5 right-of-way.

## 5.0 CLARIFICATIONS

### 5.1 Clarifications to Landscaping (CH. 19.125 FWRC).

5.1.1 Clarification to FWRC 19.125.060. Landscaping requirements by zoning district. **Exhibit 4.6.3** provides an overview of how the perimeter landscaping requirements of FWRC 19.125.060 and the code modifications of this Agreement apply to the Project based on the conceptual layout. Applicability and compliance shall be assessed based on the design at time of complete land use application for the Project.

5.1.2 FWRC 19.125.060 Landscaping requirements by zoning district. In the context of FWRC 19.125.060, perimeter landscaping shall be provided along the contiguous exterior lot lines, provided that the proposed lot lines are depicted on land use permit and civil permit plans and provided that a Lot Line Elimination is approved prior to building permit issuance for any structure that is located on existing lot lines.

5.1.3 FWRC 19.125.060 Landscaping requirements by zoning district. In the context of FWRC 19.125.060(3)(a), “all public rights-of-way” also includes the anticipated S 324<sup>th</sup> Street right-of-way location specified on the City Center Access Project 60% Plans, unless otherwise agreed upon by the City and Sound Transit.

5.1.4 FWRC 19.125.060 Landscaping requirements by zoning district. In the context of FWRC 19.125.060(6)(a) & (c), “Type III landscaping five feet in width shall be provided along all properties abutting public rights-of-way and ingress/egress easements” and “Type III landscaping five feet in width shall be provided along all perimeter lot lines except as noted in subsections (6)(a) and (6)(b) of this section” shall be applicable to exterior lot lines of the OMF South site zoned BC Community Business.

### 5.2 Critical Areas Code Clarifications (Ch. 19.145 FWRC).

5.2.1. Culvert-related code clarification to FWRC 19.145. West Fork Hylebos Creek

Tributary at S 336th Street: Frontage improvements along the western portion of S 336th St (between SR99 and 20th Ave S) require the correction of an existing partial fish passage barrier on the West Fork Hylebos Creek Tributary 0014C. The proposed design is a 19-foot fish-passable structure designed in compliance with the Washington Department of Fish and Wildlife's ("WDFW") 2013 Water Crossing Design Guidelines ("WCDG"), as directed in FWRC 19.145.320 Stream Crossings. Additional clearance within the structure for maintenance considerations is not required by the WCDG but may be recommended by Sound Transit's design-builder later. Upon completion, the fish-passable structure would be owned and maintained by the City.

## 6.0 PUBLIC BENEFITS

The Project will provide the following public benefits to the City of Federal Way:

- 6.1 LEED Certification. The OMF South building and the MOW buildings will be designed to achieve LEED Gold-Certification. Sound Transit will provide updates to the City as the LEED Certification is processed and will notify the City of the final Certification status once achieved. Certification is typically used 1-2 years after Project completion.
- 6.2 Renewable Energy Generation. The Project shall install on-site renewable energy systems with a minimum generating capacity of one hundred kilowatts (100 kW). System design calculations, equipment specifications, and commissioning documentation shall be submitted to verify minimum performance.
- 6.3 Apprenticeship and Job Training Programs. Sound Transit supports formal apprenticeship and job training programs, in several ways including:
  - a) Sound Transit is a co-sponsor of the Regional Pre-Apprenticeship Collaboration (RPAC), which works to build direct and sustainable pathways to high-paying construction careers for Puget Sound residents, especially African Americans, women and people of color. RPAC provides a two-year pre-apprenticeship training program at no-cost for eligible Juniors and Seniors at Federal Way High School to provide training and education on potential construction career paths prior to graduation and provides an accelerated pathway to enter a formal construction apprenticeships post-graduation.
  - b) Sound Transit provides formal Apprenticeships and Job Training for LRV operators, Transit Supervisors, Maintainers and others on site at the OMF South facility. Sound Transit maintains training and employment records for all on-site trainings.
- 6.4 Comprehensive Economic Development Program. The Project requires the Design-Builder's participation in the Sound Transit Comprehensive Economic Development Program. This is a structured mentor-protégé program which is intended to enhance the capabilities and participation of Minority, Small, Veteran, and Women-Owned Business Enterprises, and underserved businesses in performing work on transportation and public-works projects in the region. Under the Program, a mentor firm provides its protégé with various forms of business development assistance and helps the protégé improve its ability to compete in the contracts arena. The structured relationship will be formalized in a written agreement defining measurable growth objectives and performance indicators which demonstrate the Mentor's commitment to growth and development of the protégé firm. The program holds participants accountable by establishing recurring communication requirements and requires regular reporting on the progress toward these goals.

- 6.5 Fiber Infrastructure Expansion. The Project shall provide conduit and hand-hole infrastructure to support future expansion of the City’s fiber network within public rights-of-way along 18<sup>th</sup> Place South. This is additional scope provided exclusively for the benefit of the City and coordination with the City is required to finalize scope.
- 6.6 Culvert Improvements. Sound Transit will improve and add culverts in the City of Federal Way to support enhancements to fish passage.
- a) East Fork Hylebos Creek Tributary at S 336th Street: East of 20th Ave S along S 336th St, a second partial fish passage barrier (consisting of two pipes) will be corrected along East Fork Hylebos Creek Tributary 0016A. The proposed design is a 19-foot fish passable structure designed to meet criteria from the WDFW WCDG. The structure will be owned and maintained by the City. This culvert replacement with a fish passable structure is not required by the Project and serves as a portion of the mitigation for Project impacts to the stream and buffer.
  - b) Dry Culvert near S 324<sup>th</sup> Street. Sound Transit will install a dry culvert, not required for mitigation, solely to facilitate the City’s future work withing the Hylebos Creek corridor.
- 6.7 Construction Outreach and Communication Plan. Specifying requirements for advance notification of construction activities and other actions that are of interest to the community, which shall include, but not be limited to, the following features:
- c) A 24-hour construction hotline that provides telephone access for the public to receive construction information and to make complaints and incident reports. Calls received by this hotline will be addressed at the moment or escalated as needed to the proper jurisdiction for resolution. Escalated calls will be handled by Sound Transit’s Community Engagement Specialists in coordination with the Contractor. A resolution will be made within 48 hours for issues such as but not limited to; construction noise, excessive debris and dust and incorrect signage. For more immediate complaints or reports of issues, a resolution will be proposed upon receipt within 2 hours if it occurs during normal working hours (7am-5pm) and 3 hours if it occurs outside of working hours and a solution will be implemented within 24 hours of acceptance by the impacted Party.
  - d) A public information program to provide information regarding street closures, hours of construction, business and residential access and impacts to parking. This includes a combination of electronic construction alerts sent via GovDelivery, field visits, emails and phone calls to impacted stakeholders, and physical flyers distributed to affected properties. These notifications will be completed within 48 hours prior to the start of construction activity.
  - e) Sound Transit’s Community Engagement will identify businesses directly adjacent to construction for participation in the Loyal to Local (L2L) program. The Loyal to the Local program addresses both the real and perceived impacts of construction. It is a targeted advertising campaign designed to create awareness for businesses directly impacted by our light rail construction alongside the future alignment. The campaign encourages the public and existing customers to continue patronizing businesses impacted by our projects through a robust marketing campaign utilizing

various marketing channels. Advertising may include (but is not limited to) social media campaigns, digital banners, maps, gas station toppers and radio ads. The impact of this marketing will be measured by reviewing the impressions, reach, engagement, and click-through rates of this advertising.

- f) Clearly identify any detours from major transportation facilities, such as pedestrian routes, bicycle lanes, bus routes and stops with physical wayfinding and signage, electronic notices sent through GovDelivery, and physical fliers placed at businesses, residences, and properties within 300 feet of proposed construction activities when deemed necessary.
- g) Maintain a Community Outreach Action Log (COAL) that tracks construction-related complaints, issues, and their resolution. The COAL will be reviewed with the Contractor on a regular basis to ensure compliance with addressing construction impacts. The Sound Transit liaison must regularly attend the reoccurring COAL review meeting to keep track of construction-related complaints, issues, and their resolution.
- h) Responsive communication and frequent coordination from the City of Federal Way to address construction issues, complaints, questions, and requests for information. Questions and concerns brought up by Sound Transit outreach must be responded to within 48 hours by the designated Sound Transit liaison.

6.8 Mitigation of Construction-Related Impacts. Sound Transit will collaborate with affected business owners, property owners, residents, the City, and the construction contractor to support businesses during construction and to provide relevant mitigation to residents and properties affected by construction impacts. This includes:

- i) Implementing the L2L program, which provides advertising and marketing to encourage the community to continue supporting businesses affected by construction. This includes collaborating with local media outlets and developing culturally relevant marketing materials tailored to the communities the businesses serve. Information on how to access businesses during construction will be provided by using interactive maps and signage/wayfinding.
- j) Provide translations and interpretation services for any residents and businesses with owners and staff who have limited English proficiency at their request.
- k) Provide mitigation materials such as white noise sound machines, blackout and sound proofing curtains, use of water trucks, etc. to residents with an identified need for related mitigation.
- l) Providing at least 48 hours' notice to businesses of any work impacting operations, such as temporary closures or noise. Notice will be delivered via field visits, flyers, phone calls, or GovDelivery emails.
- m) For work causing water and power disruptions on behalf of Sound Transit, utility providers will take the lead in notifying businesses, residents, and properties at least 7 days in advance of disruption barring emergency response activities. Sound Transit will provide additional supplemental notification in the form of physical flyers distributed to site locations, field

visits, emails and phone calls at minimum 48 hours prior to the proposed disruption.

- n) Hosting regular drop-ins and neighborhood briefings open to the public, where business owners, residents, and property owners can meet with the project team and the Contractor to discuss concerns. The quantity of these drop-ins will vary depending on the level of construction impacts felt by the community. The community will be notified of these events through physical flyers distributed to site locations and GovDelivery e-mails.
- o) Responding to business, resident, and property concerns within 24 hours, with Sound Transit directing the contractor to provide a detailed workplan for addressing the issue within 48 hours to one week depending on the concern. Addressing the issue will vary depending on the information provided by the caller, contractor scheduling, permit approvals, and weather constraints. Once a workplan is set, Sound Transit will monitor contractor compliance through regular inspections by the Construction Manager or Community Engagement Specialist. The COAL will be used as a tool to help monitor contractor compliance for implementing construction mitigation measures, with the Sound Transit liaison regularly participating in the review of this tool.
- p) Communicate traffic control plans developed between the Contractor and Sound Transit Engineering through notification methods such as flyers, emails, field visits, phone calls to affected businesses, properties, and residents. Community Engagement staff will provide opportunities for impacted properties to provide feedback on proposed impacts directly impacting them as outlined in traffic control plans. Community Engagement staff will make themselves available at the request of impacted properties.
- q) Maintain traffic and business access, ensuring proper notice of access impacts with 48 hours' notice, worker parking restrictions, and adherence to traffic control plans. Customized wayfinding and signage will be provided as needed.
- r) Mitigate impacts such as dust, graffiti, and trash by ensuring contractor compliance for monitoring and cleanup. Mitigation methods may include but are not limited to the use of physical barriers, use of water trucks, load covering, and regular debris removal.
- s) Ensure compliance with work hour requirements, monitor noise levels, cover stationary equipment, use non-intrusive backup alarms, and keeping construction lights away from businesses and residences outside working hours

## **7.0 FLEXIBILITY AND AMENDMENT OF AGREEMENT**

During the Term of this Agreement, Sound Transit or the City may request amendments to this Agreement. The three amendments are classified as follows: (1) "Developer Discretion"; (2) "Minor Amendments" that will be reviewed and decided by the Director of the City's Department of Community Development or Public Works; and (3) "Major Amendments" that require City Council approval. As a rule of construction, all ambiguities with respect to whether a Sound Transit-requested amendment is classified as Developer Discretion, a Minor Amendment,

or a Major Amendment shall be resolved in favor of treating the proposed amendment as a Minor Amendment.

- 7.1 Developer Discretion Amendments. Developer Discretion Amendments are any modification to the Project allowing for the incorporation of new information; or, resulting in comparable benefit or functional equivalence with no significant reduction of public benefits or environmental protection. City review of Developer Discretion Amendments is limited only to determining whether a requested amendment is properly categorized as Developer Discretion Amendment under this subsection. City shall review and confirm Developer Discretion Amendments within 14 days of receipt of written notice.
- 7.2 Minor Amendments. Minor Amendments are all amendments that are not a Developer Discretion Amendment or a Major Amendment. The City shall approve a Minor Amendment if the City determines that it will result in development that (1) is consistent with the intent of this Agreement, (2) does not reduce the total public benefits identified in this Agreement, (3) is consistent with City code, including the modifications of this Agreement (Section 4.0), and (4) is not materially detrimental to other properties in the immediate vicinity of the Project Site.
- 7.3 Major Amendment. Major Amendments are:
- a) A Project modification that increases the Projects' significant adverse environmental impacts beyond those identified in Sound Transit's Environmental Impact Statement dated June 7, 2024.
  - b) Any amendment to public benefits.
  - c) Any additional Project code deviations, except for those granted by Administrative Variance (FWRC 19.45.015).
  - d) Extension of the Term of this Agreement.
  - e) Any Major Amendment to this Agreement requires the written consent of Sound Transit and approval of the City Council

## **8.0 LIABILITY & INDEMNIFICATION**

Sound Transit hereby agrees to indemnify, defend, and hold harmless the City from any and all claims, demands, suits, actions, damages, recoveries, judgments, and expenses, including, without limitation, reasonable attorneys' fees, paid by the City, and arising or growing out of, in connection with, or resulting from, either directly or indirectly, the construction, maintenance, operation, repair, removal, occupancy, and use of the Project, except to the extent such claims arise from the City's sole or partial negligence.

- 8.1 Notice of Claims. The City shall give Sound Transit prompt notice of any claims directly affecting Sound Transit about which it is aware. Sound Transit shall promptly assume responsibility for the claim or undertake the defense of any litigation on behalf of the City. The City shall cooperate fully with Sound Transit in the defense of any claim to the extent that such cooperation is not contrary to the interests of the City. The City shall not settle any claim directly affecting Sound Transit without the prior written consent of Sound Transit, which consent shall not be unreasonably withheld.
- 8.2 Sound Transit Liability. Sound Transit expressly assumes potential liability for actions brought by Sound Transit's employees and agents against the City and, solely for the purpose of this indemnification, expressly waives any immunity under the Industrial

Insurance Law, Title 51 RCW. Sound Transit acknowledges that this waiver was entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation.

- 8.3 Survival. The indemnification obligations provided in this Section shall survive termination of this Agreement.

## 9.0 INSURANCE

- 9.1 Commercial & Self-Insurance. Sound Transit shall, at its sole expense, obtain and maintain during the entire term of this Agreement an appropriate program of commercial insurance, self-insurance or any combination thereof in amounts and types sufficient to satisfy its liabilities.

When commercial insurance is utilized, Sound Transit shall name the City as an Additional Insured in accordance with insurer underwriting practices, and Sound Transit insurance policies shall be primary and non-contributory to any coverage maintained by the City. Sound Transit waives all rights of subrogation against the City for claims by third parties arising under this Agreement except for that portion of the claims caused by the City's negligence.

The limits of Sound Transit's selected coverage program in no way diminish Sound Transit's obligations to the City as set forth in this Agreement. Sound Transit shall maintain this coverage program throughout the term of this Agreement, and for six (6) years after its termination, to protect the City against claims that may arise because of the construction, operation, or maintenance of the Project.

- 9.2 When commercial insurance is used, coverage shall include:
- a) Comprehensive general liability insurance.
  - b) Property damage liability insurance, including coverage for explosion, collapse, and instability.
  - c) Workers' compensation insurance, to the extent required by law.
  - d) Employer's liability insurance.
  - e) Comprehensive auto liability coverage, including owned, hired, and non-owned vehicles.

- 9.3 Insurers. When commercial insurance is used, Sound Transit shall carry such commercial insurance with responsible insurers, or self-insure or participate in an insurance pool or pools, at levels of coverage or with reserves adequate, in the reasonable judgment of Sound Transit, to protect Sound Transit and the City against loss, and as are ordinarily carried by municipal or privately owned entities engaged in the operation of facilities comparable to the Project.

- 9.4 Certificates of Insurance. Sound Transit shall file with the City's Law Department a formal letter of self-insured status, or when commercial insurance is used, Certificates of Insurance reflecting evidence of the required insurance and naming the City as an additional insured where appropriate.

The coverage maintained by Sound Transit under this Agreement shall not be canceled until at least thirty (30) days' prior written notice has been given to the City.

- 9.5 Remedies. If Sound Transit fails to maintain the appropriate program of commercial insurance, self-insurance or any combination thereof in amounts and types sufficient to

satisfy its liabilities, the City may order Sound Transit to stop construction or operation of the Project until the appropriate insurance coverage program is obtained.

## **10.0 LIENS**

- 10.1 Claims. The Project facilities are not subject to a claim of lien. In the event that any City property becomes subject to any claims for mechanics', artisans' or materialmens' liens, or other encumbrances chargeable to or through Sound Transit that Sound Transit does not contest in good faith, Sound Transit shall promptly, and in any event within thirty (30) days, cause such lien claim or encumbrance to be discharged or released of record, by payment, posting of bond, court deposit or other means, without cost to the City, and shall indemnify the City against all costs and expenses, including attorney fees, incurred in discharging and releasing such claim of lien or encumbrance.

If any such claim or encumbrance is not so discharged and released, the City may pay or secure the release of or discharge thereof at the expense of Sound Transit after first giving Sound Transit five (5) business days' advance notice of its intention to do so. The City shall use its reasonable best efforts to keep Sound Transit's facilities free of all liens that may adversely affect the Project.

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

## **11.0 DISPUTE RESOLUTION**

- 11.1 Dispute Resolution Process. Any disputes or questions of interpretation of this Agreement that may arise between Sound Transit and the City shall be governed under the Dispute Resolution provisions in this Section. The Parties agree that cooperation and communication are essential to resolving issues efficiently. The Parties agree to exercise their best efforts to resolve any disputes that may arise through this dispute resolution process, rather than in the media or through other external means.

The Parties agree to use their best efforts to resolve any conflict arising from this Agreement at the lowest level. At all levels of resolution, the designated individuals may choose to bring additional staff.

Either Party may initiate the dispute resolution process by providing written notice of such referral to the other Party's designated representative. The Parties agree to use their best efforts to resolve any dispute through good faith negotiations by engaging in the following dispute escalation process:

- a) Level One. Sound Transit's Deputy Executive Project Director, or equivalent, and the City's Community Development Director or Public Works Director shall meet to discuss and attempt to resolve the dispute in a timely manner.

If they cannot resolve the dispute within fourteen (14) calendar days after referring that dispute to Level One, either Party may refer the dispute to

Level Two.

- b) Level Two. Sound Transit's Executive Project Director and the City's City Administrator shall meet to discuss and attempt to resolve the dispute in a timely manner.

If they cannot resolve the dispute within fourteen (14) calendar days after referring that dispute to Level Two, either Party may refer the dispute to Level Three.

- c) Level Three. Sound Transit's Chief Executive Officer or Designee and the City's Mayor or Designee shall meet to discuss and attempt to resolve the dispute in a timely manner.

In the interest of advancing the Project timely, the Parties agree that allowing disputes to languish is not in either Party's best interest and therefore agree that the objecting Party must raise the issue to Level One above within 45 days of the issue first being identified. If an issue is not identified for Level One it shall be deemed acceptable.

- 11.2 Resolution Failure. Except as otherwise specified in this Agreement, in the event the dispute is not resolved at Level Three within fourteen (14) calendar days after referral of that dispute to Level Three, the Parties are free to file suit or agree to alternative dispute resolution methods such as mediation.

At all times prior to resolution of the dispute, the Parties shall continue to perform their undisputed obligations under this Agreement and other agreements in the same manner and under the same terms as existed prior to the dispute.

## 12.0 DEFAULT

No Party shall be in default under this Agreement unless it has failed to perform under this Agreement for a period of thirty (30) calendar days after written notice of default from the other Party. Each notice of default shall specify the nature of the alleged default and the way the default may be cured satisfactorily.

If the nature of the alleged default is such that it cannot be reasonably cured within the thirty (30) day period, then commencement of the cure within such period and the diligent prosecution to completion of the cure shall be deemed a cure.

Any Party not in default under this Agreement shall have all rights and remedies provided by law including without limitation damages, specific performance or writs to compel performance or require action consistent with this Agreement.

## 13.0 REMEDIES & ENFORCEMENT

- 13.1 Remedies. The Parties reserve the right to exercise the following remedies, singularly or in combination, in the event the other violates any provision of this Agreement after following the dispute resolution process:

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

- 13.2 Remedy Considerations. In determining which remedy or remedies for violation are appropriate, a court may take into consideration the nature and extent of the violation, the remedy needed to prevent such violations in the future, whether the breaching Party has a history of previous violations of the same or similar kind, and such other considerations as are appropriate under the circumstances. Remedies are cumulative; the exercise of one shall not foreclose the exercise of others.
- 13.3 Failure to Enforce Prompt Compliance. Neither Party shall be relieved of any of its obligations to comply promptly with any provision of this Agreement by reason of any failure by the other Party to enforce prompt compliance, nor shall such failure to enforce constitute a waiver of rights or acquiescence in the other Party's conduct.

#### **14.0 TERMS & TERMINATIONS**

- 14.1 Effective Date. This Agreement shall be effective as of the date the last Party signs. Unless sooner terminated pursuant to the terms hereof, this Agreement shall remain in effect for 12 years.
- 14.2 Termination. No later than 10 years from the Effective Date of this Agreement, Sound Transit agrees to prepare, execute and deliver to the City all documentation necessary to evidence termination of this Agreement or portion thereof so terminated. No such termination, however, shall relieve the Parties hereto of obligations accrued and unsatisfied at such termination.

#### **15.0 COVENANTS & WARRANTIES**

- 15.1 City Warranties. By execution of this Agreement, the City warrants:
- a) That the City has the full right and authority to enter and perform this Agreement and any permits that may be granted in accordance with the terms hereof, and that by entering or performing this Agreement the City is not in violation of its charter or by-laws, or any law, regulation or agreement by which it is bound or to which it is subject.
  - b) That the execution, delivery and performance of this Agreement by the City has been duly authorized by all requisite corporate action, that the signatories for the City hereto are authorized to sign this Agreement, and that, upon approval by the City, the joinder or consent of any other party, including a court or trustee or referee, is not necessary to make valid and effective the execution, delivery and performance of this Agreement.
- 15.2 Sound Transit Warranties. By execution of this Agreement, Sound Transit warrants:
- a) That Sound Transit has full right and authority to enter and perform this Agreement in accordance with the terms hereof, and by entering or performing under this Agreement, Sound Transit is not in violation of any of its agency governance rules, or any law, regulation or agreement by which it is bound or to which it is subject.
  - b) That the execution, delivery and performance of this Agreement by Sound Transit has been duly authorized by all requisite Board action, that the signatories for Sound Transit hereto are authorized to sign this Agreement, and that the joinder or consent of any other party, including a court or trustee or referee, is not necessary to make valid and effective the execution, delivery and performance of this Agreement.

**16.0 ASSIGNABILITY; BENEFICIARY**

16.1 Binding Agreement. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors or assignees. No assignment hereof or sublease shall be valid for any purpose without the prior written consent of the other Party, and any attempt by one Party to assign or license the rights or obligations hereunder without prior written consent will give the other Party the right, at its written election, immediately to terminate this Agreement or take any other lesser action with respect thereto.

The above requirement for consent shall not apply to:

- a) any disposition of all or substantially all of the assets of a Party
- b) any governmental entity merger, consolidation, or reorganization, whether voluntary or involuntary, (iii) a sublease or assignment of this Agreement, in whole or in part, to a governmental entity, or (iv) a sale, lease, or other conveyance subject to those requirements set forth in this Agreement; provided, however, that no sublease or assignment under (ii) or (iii) shall be permitted to a governmental entity not operating, constructing or maintaining the Project on behalf of Sound Transit, and provided further that no unconsented assignment shall relieve Sound Transit of its obligations and liabilities under this Agreement.

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

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

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

## 17.0 NOTICES

All notices, requests, demands, and other communications called for or contemplated by this Agreement shall be in writing, and shall be duly given by mailing the same by certified mail, return receipt requested; or by delivering the same by hand, to the following addresses, or to such other addresses as the Parties may designate by written notice in the manner aforesaid:

### **SOUND TRANSIT**

Supriya Kelkar  
[supriya.kelkar@soundtransit.org](mailto:supriya.kelkar@soundtransit.org)  
401 S Jackson St, Seattle, WA 98104

### **CITY OF FEDERAL WAY**

Kent Smith  
[Kent.smith@federalwaywa.gov](mailto:Kent.smith@federalwaywa.gov)  
33325 8th Avenue Federal Way, WA 98003

- 17.1 Right to Change Designated Representatives. The Parties reserve the right to change Designated Representatives, by written notice to the other Party during the term of this Agreement. Each Party's Designated Representative is named above with the individual's contact information.

## 18.0 GENERAL PROVISIONS

- 18.1 Unreasonable Withholding: The Parties shall not unreasonably withhold requests for information, approvals or consents provided for in this Agreement. The Parties agree to take further actions and execute further documents, either jointly or within their respective powers and authority, to implement the intent of this Agreement. The City and Sound Transit agree to work cooperatively with each other to achieve the mutually agreeable goals as set forth in this Agreement.
- 18.2 Interpretation: This Agreement shall be interpreted, construed and enforced in accordance with the laws of the State of Washington. Venue for any action under this Agreement shall be King County, Washington.
- 18.3 Time is of the Essence: Time is of the essence in every provision of this Agreement. Unless otherwise set forth in this Agreement, the reference to "days" shall mean calendar days. If any time for action occurs on a weekend or legal holiday, then the time period shall be extended automatically to the next business day.
- 18.4 City Notice of Decision: Upon City Council approval of this Agreement, the City shall promptly issue a notice of decision that conforms to the content and distribution requirements of Chapter 19.85 FWRC Development Agreements.
- 18.5 Rights of Action: This Agreement is made and entered into for the sole protection and benefit of the Parties hereto and their successors and assigns. No other person shall have any right of action based upon any provision of this Agreement.
- 18.6 Ambiguity: This Agreement has been reviewed and revised by legal counsel for all Parties and no presumption or rule that ambiguity shall be construed against the Party drafting the document shall apply to the interpretation or enforcement of this Agreement. This Agreement is a contract that shall be construed to give effect to the intent of the Parties, with no deference given to either Party's interpretation.
- 18.7 Events Beyond Parties' Control: The Parties shall not be deemed in default with provisions of this Agreement where performance was rendered impossible by war or riots, civil disturbances, floods or other natural catastrophes beyond their control; the unforeseeable unavailability of labor or materials; or labor stoppages or slowdowns, or power outages

exceeding back-up power supplies. This Agreement shall not be revoked or a Party penalized for such noncompliance, provided that such Party takes immediate and diligent steps to bring itself back into compliance and to comply as soon as practicable under the circumstances without unduly endangering the health, safety, and integrity of either Parties' employees or property, or the health, safety, and integrity of the public, public Right-of-Way, public property, or private property.

- 18.8 Final and Complete Agreement: This Agreement is integrated and constitutes the final and complete expression of the Parties on all subjects relating to the development of the Project. Where this Agreement conflicts with other agreements between the Parties, this Agreement supersedes and replaces all other agreements, discussions and representations on all subjects discussed herein, without limitation. No Party is entering into this Agreement in reliance on any oral or written promises, inducements, representations, understandings, interpretations or agreements other than those contained in this Agreement and the exhibits hereto.
- 18.9 Section headings: Section headings are intended as information only and shall not be construed with the substance of the section they caption.
- 18.10 Counterparts: This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all counterparts together shall constitute but one and the same instrument.
- 18.11 Recitals: The recitals are incorporated herein as material terms of this Agreement.
- 18.12 Definitions: Any term defined within this Agreement shall have that definition applied when that term is capitalized within this Agreement.
- 18.13 Rights of Federal Agencies: Sound Transit's design and construction of the Project is/will be subject to a financial assistance contract between Sound Transit and the United States Department of Transportation, including the FTA and Build America Bureau (BABA). The Parties recognize a change to this Agreement may be needed to comply with this federal funding requirement.

## **19.0 SEVERABILITY**

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



**EXHIBITS**

**Exhibit 3.1 A:** Conceptual Site Layout (ref pg. 4)

**Exhibit 3.1 B:** Mainline Track(ref. pgs. 4)

**Exhibit 4.4.1:** Modulated Wall Treatment Examples (ref. pg. 11)

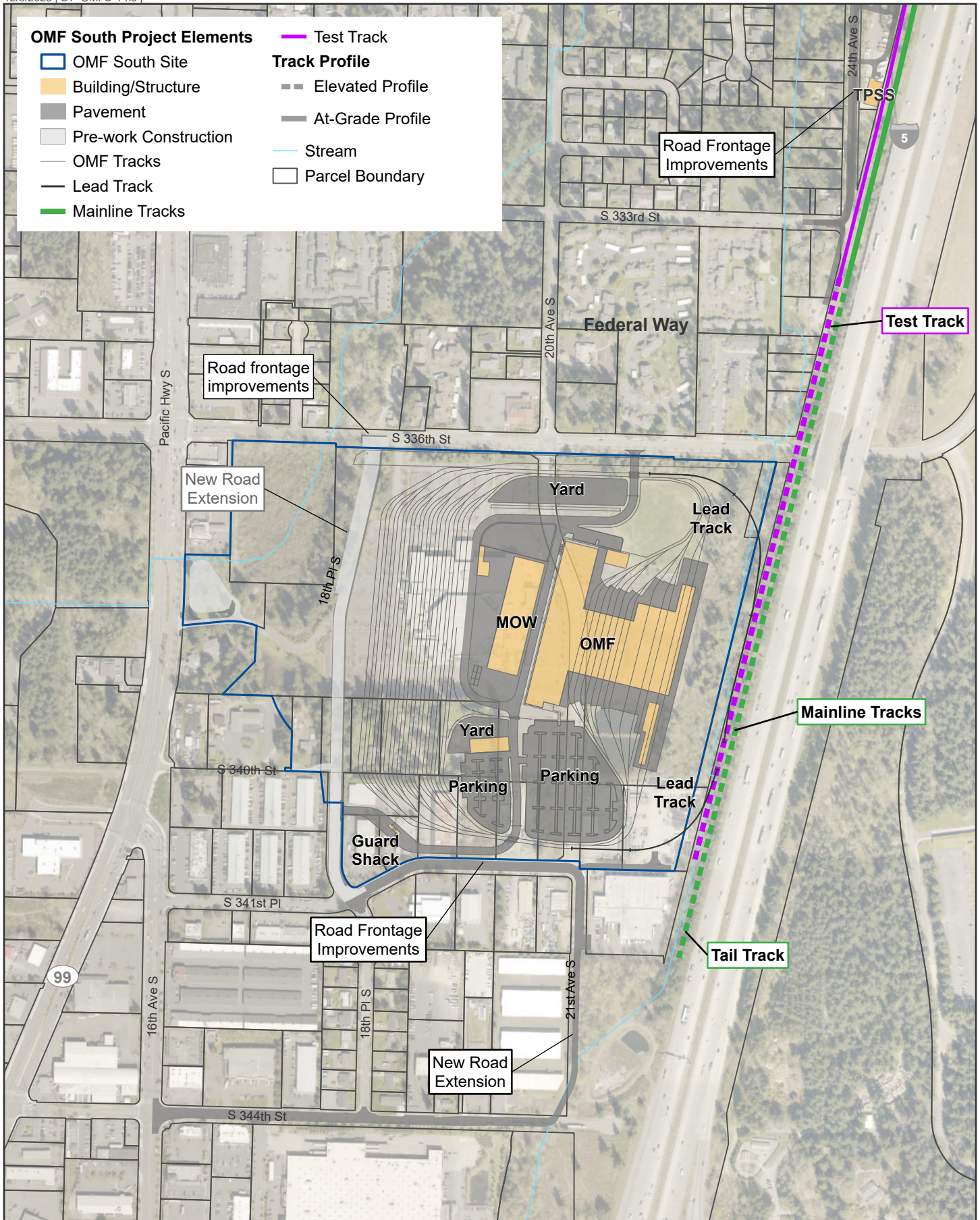
**Exhibit 4.5.1-A:** Retaining Wall View Analysis Example

**Exhibit 4.5.1-B:** Retaining Wall Treatment Examples (ref. pg. 13)

**Exhibit 4.5.2:** Examples of Visual Variety Modules

**Exhibit 4.6.1:** Excerpt from Sound Transit Requirements Manual – Section 802  
- Vegetation Clear Zone

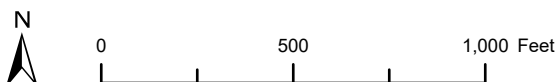
**Exhibit 4.6.3:** Perimeter Landscaping (ref. pg. 15)



- |                                                                                                                            |                                                                                                                  |
|----------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------|
| <b>OMF South Project Elements</b>                                                                                          | <b>Track Profile</b>                                                                                             |
| <span style="border: 1px solid blue; display: inline-block; width: 15px; height: 10px;"></span> OMF South Site             | <span style="border-bottom: 1px dashed purple; width: 20px;"></span> Test Track                                  |
| <span style="background-color: orange; display: inline-block; width: 15px; height: 10px;"></span> Building/Structure       | <span style="border-bottom: 1px dashed gray; width: 20px;"></span> Elevated Profile                              |
| <span style="background-color: gray; display: inline-block; width: 15px; height: 10px;"></span> Pavement                   | <span style="border-bottom: 1px solid gray; width: 20px;"></span> At-Grade Profile                               |
| <span style="background-color: lightgray; display: inline-block; width: 15px; height: 10px;"></span> Pre-work Construction | <span style="border-bottom: 1px solid cyan; width: 20px;"></span> Stream                                         |
| <span style="border-bottom: 1px solid black; width: 20px;"></span> OMF Tracks                                              | <span style="border: 1px solid black; display: inline-block; width: 10px; height: 10px;"></span> Parcel Boundary |
| <span style="border-bottom: 1px solid black; width: 20px;"></span> Lead Track                                              |                                                                                                                  |
| <span style="border-bottom: 1px solid green; width: 20px;"></span> Mainline Tracks                                         |                                                                                                                  |

Data Sources: King County; City of Federal Way.  
 Notes: OMF = Operation and Maintenance Facility; MOW = Maintenance of Way;  
 LSWS = Link System-Wide Storage; TPSS = Traction Power Substation

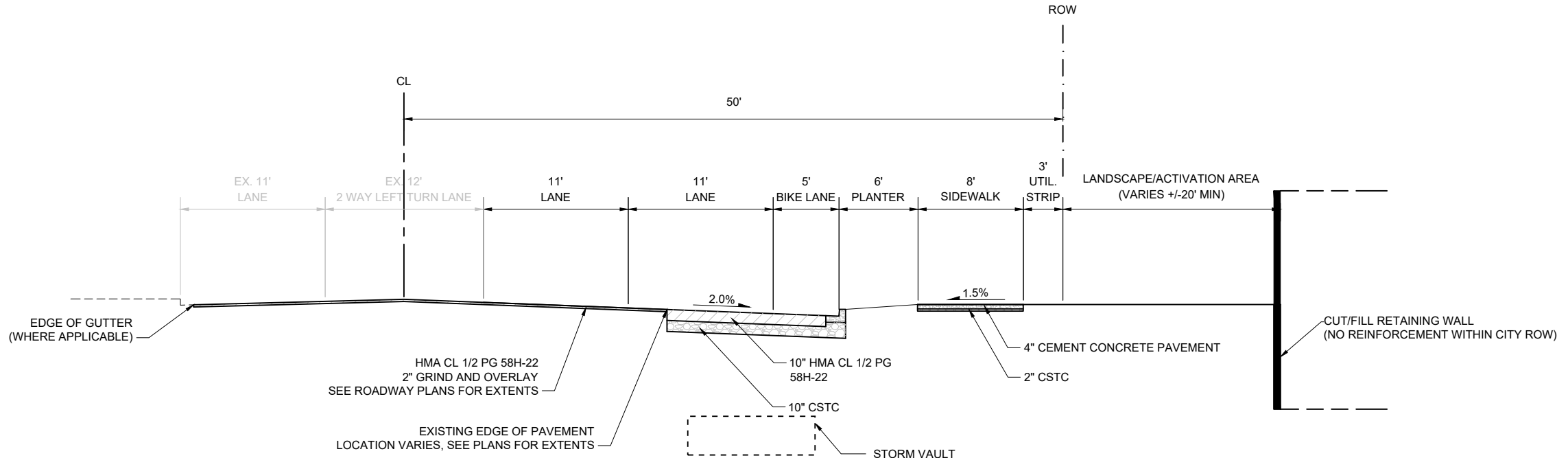
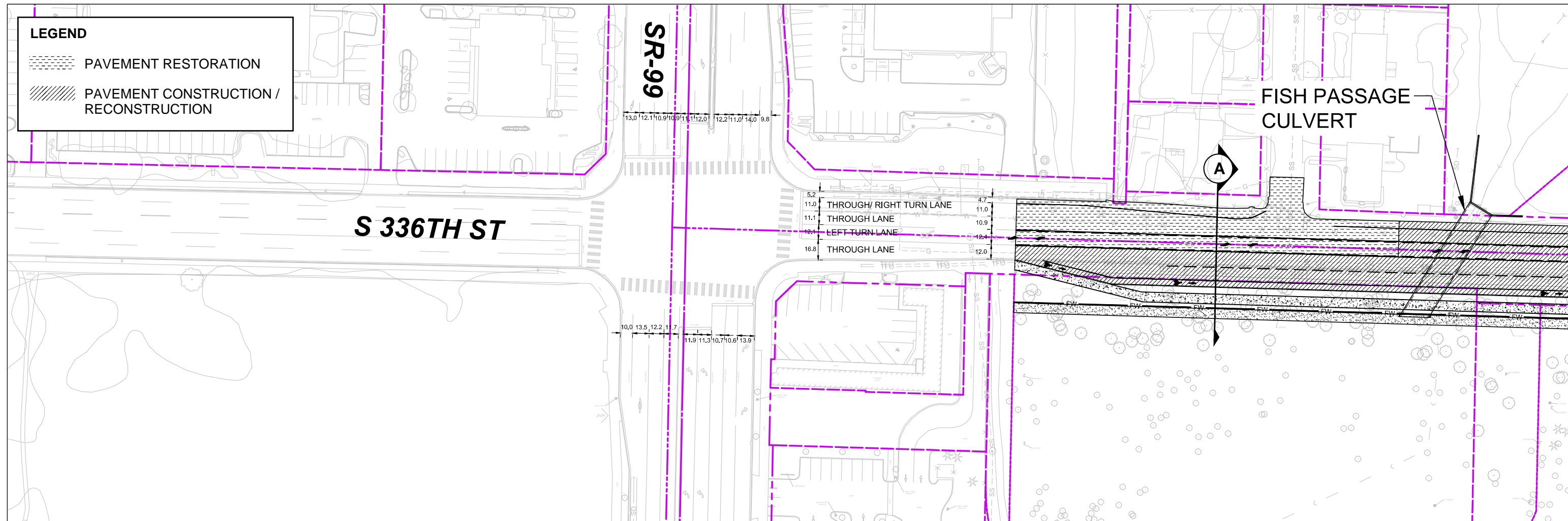
**EXHIBIT 1.0-A**  
 Conceptual Site Layout





**LEGEND**

- PAVEMENT RESTORATION
- PAVEMENT CONSTRUCTION / RECONSTRUCTION

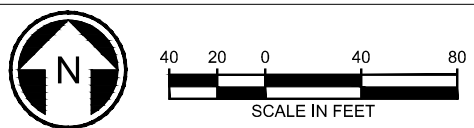


**S 336TH ST HALF-STREET FRONTAGE IMPROVEMENTS**  
 FEDERAL WAY TYPICAL SECTION 3-2G PER DEVELOPMENT STANDARDS

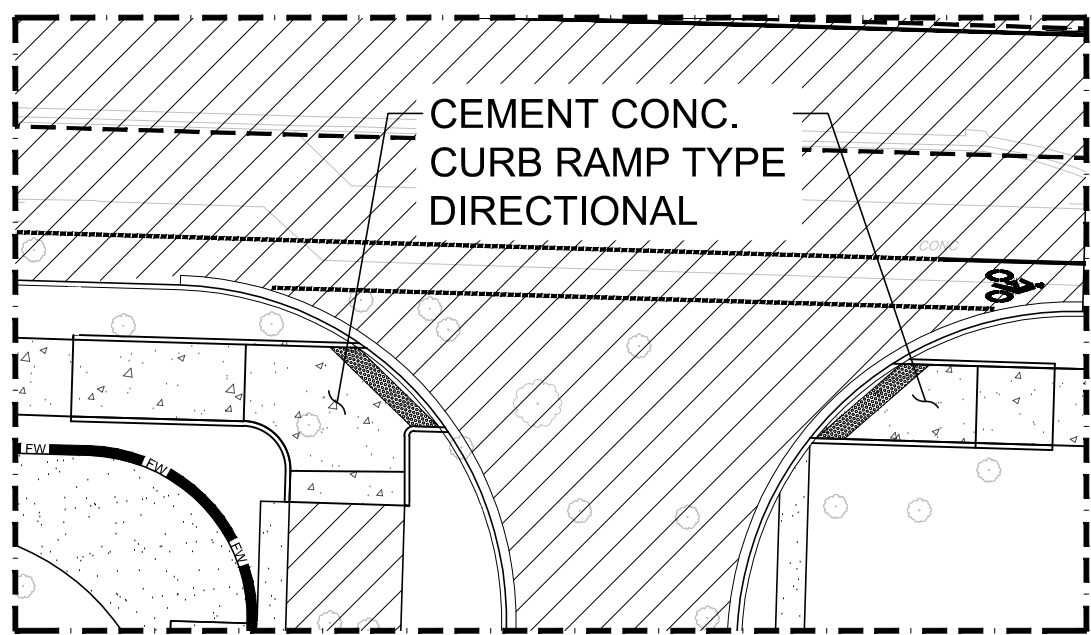
1/14/2026 9:51:47 AM  
 C:\PWORKING\IN\10144797\DWG SOUTH ROADWAY IMPROVEMENTS\_JAR.PLDWG



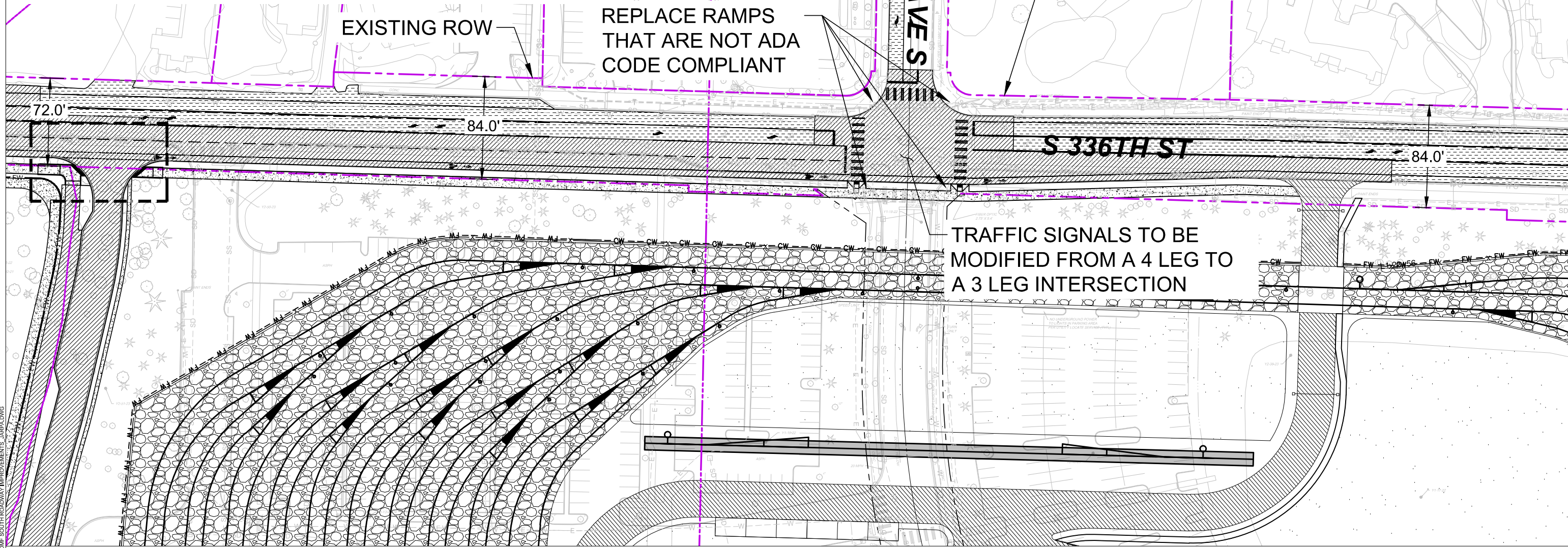
DRAFT for discussion purposes only. Not approved by or on behalf of any party.



SOUND TRANSIT OPERATIONS & MAINTENANCE FACILITY SOUTH  
 EXHIBIT 4.1.2A - S 336TH ST FRONTAGE IMPROVEMENTS



LEGEND	
	PAVEMENT RESTORATION
	PAVEMENT CONSTRUCTION / RECONSTRUCTION



1/13/2026 4:38:54 PM  
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SOUND TRANSIT OPERATIONS & MAINTENANCE FACILITY SOUTH  
 EXHIBIT 4.1.2B - S 336TH ST FRONTAGE  
 IMPROVEMENTS

**LEGEND**

- PAVEMENT RESTORATION
- PAVEMENT CONSTRUCTION / RECONSTRUCTION

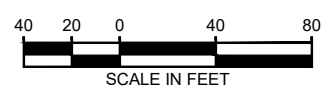
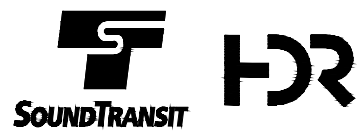
FISH PASSAGE  
CULVERT

SB I-5

NB I-5

S 336TH ST

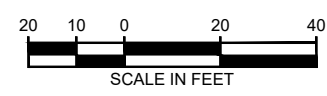
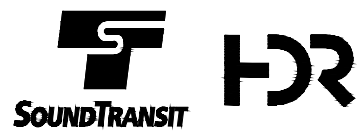
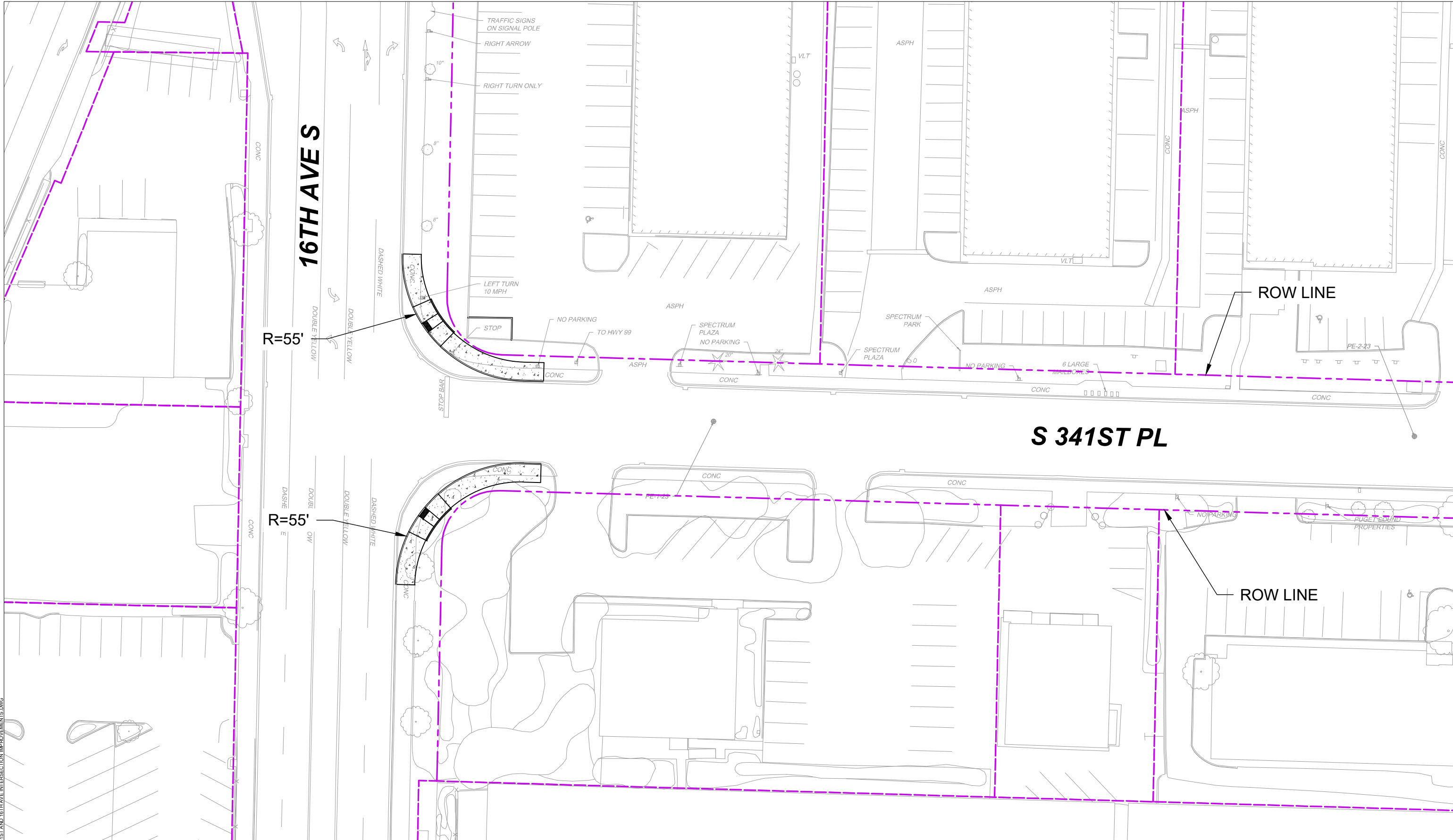
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SOUND TRANSIT OPERATIONS & MAINTENANCE FACILITY SOUTH  
EXHIBIT 4.1.2C - S 336TH ST FRONTAGE  
IMPROVEMENTS



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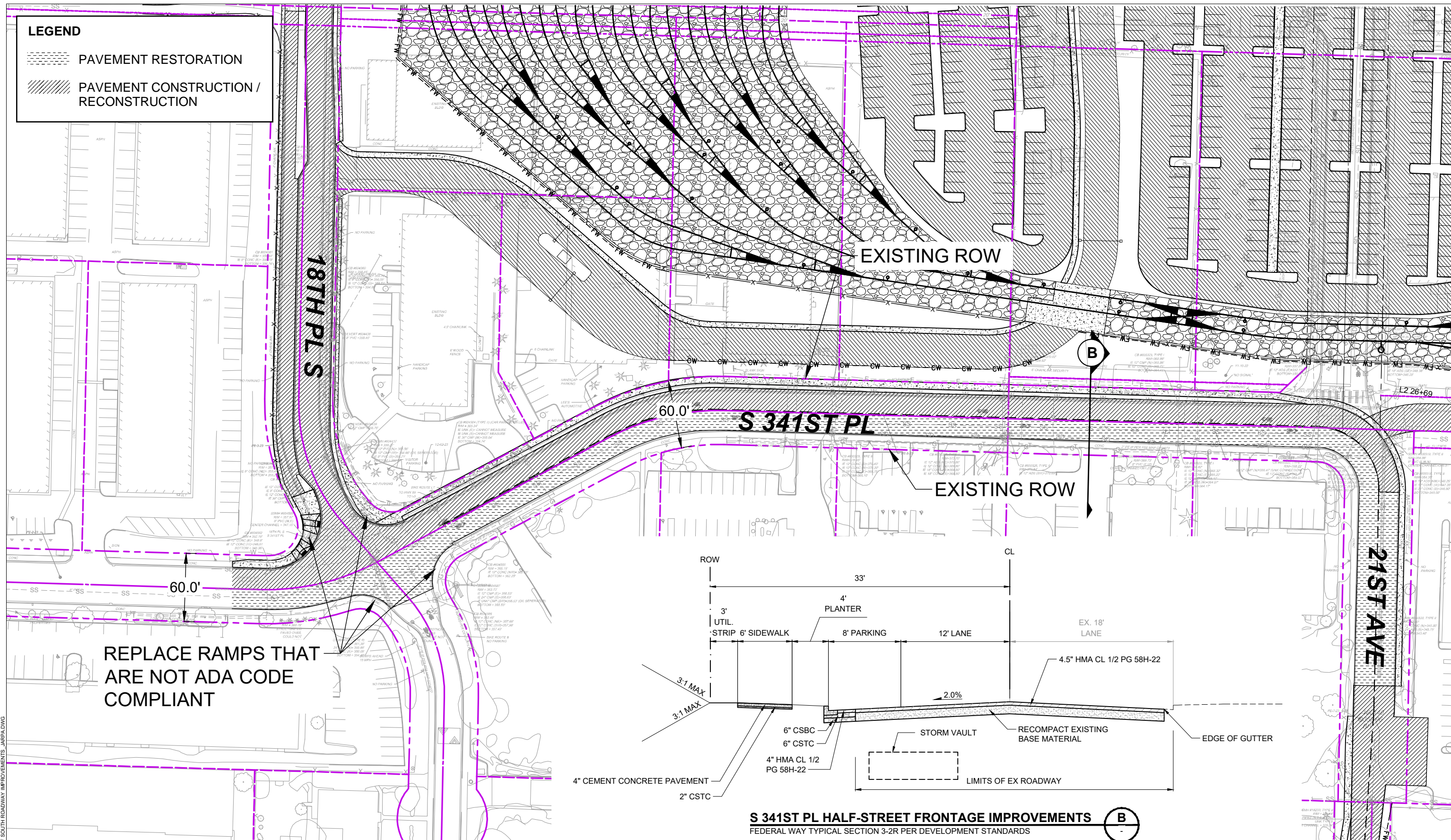


DRAFT for discussion purposes only. Not approved by or on behalf of any party.

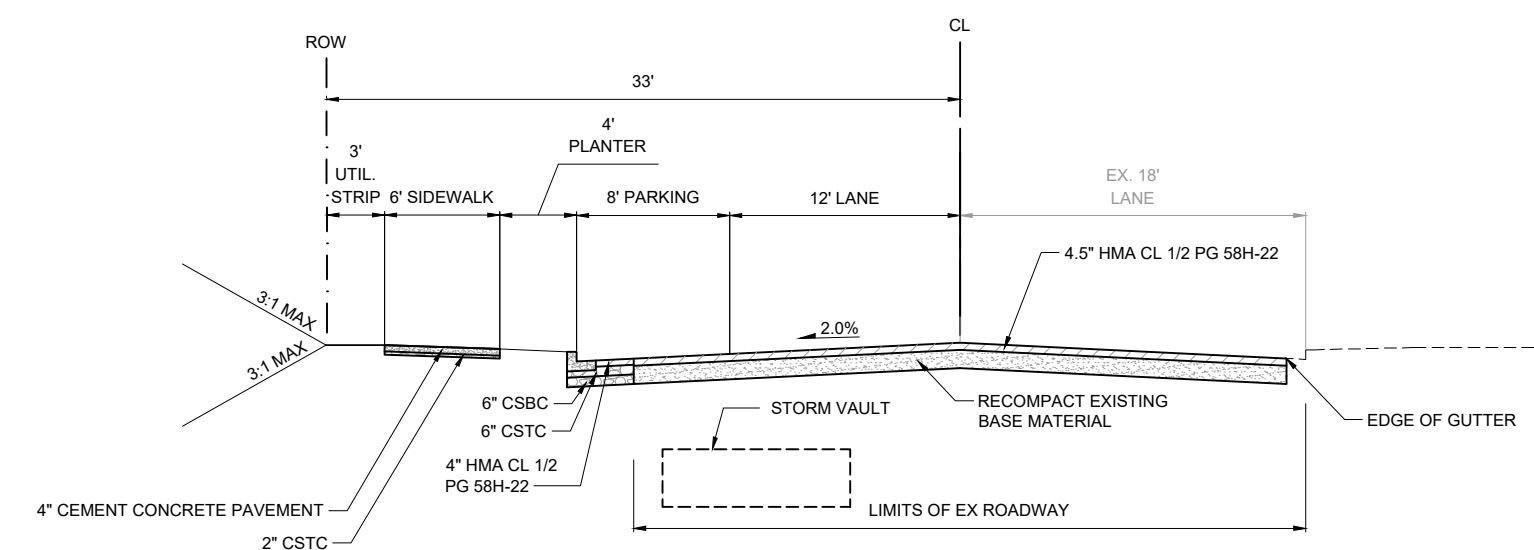
SOUND TRANSIT OPERATIONS & MAINTENANCE FACILITY SOUTH  
 EXHIBIT 4.1.2D - S 341ST PL FRONTAGE  
 IMPROVEMENTS

**LEGEND**

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-  PAVEMENT CONSTRUCTION / RECONSTRUCTION

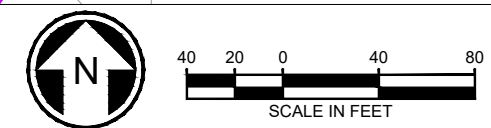


REPLACE RAMPS THAT ARE NOT ADA CODE COMPLIANT



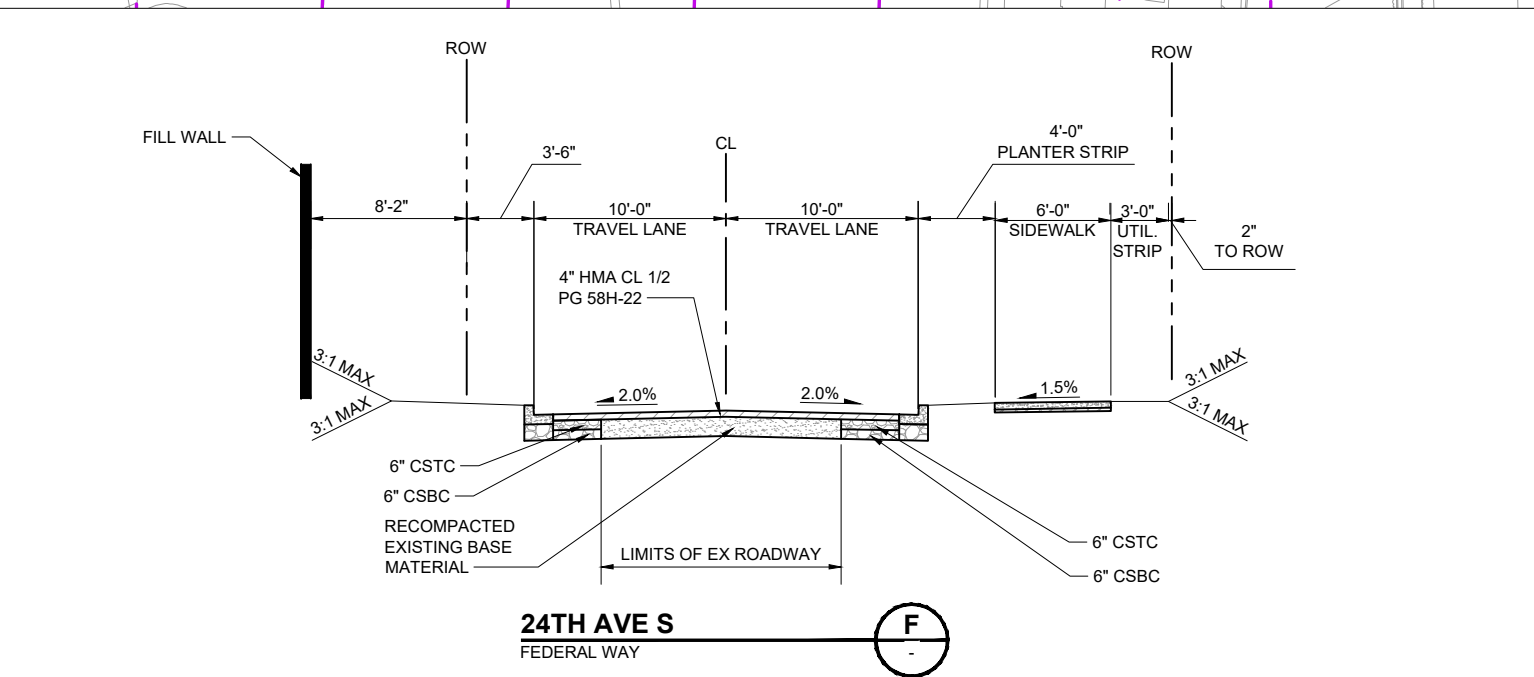
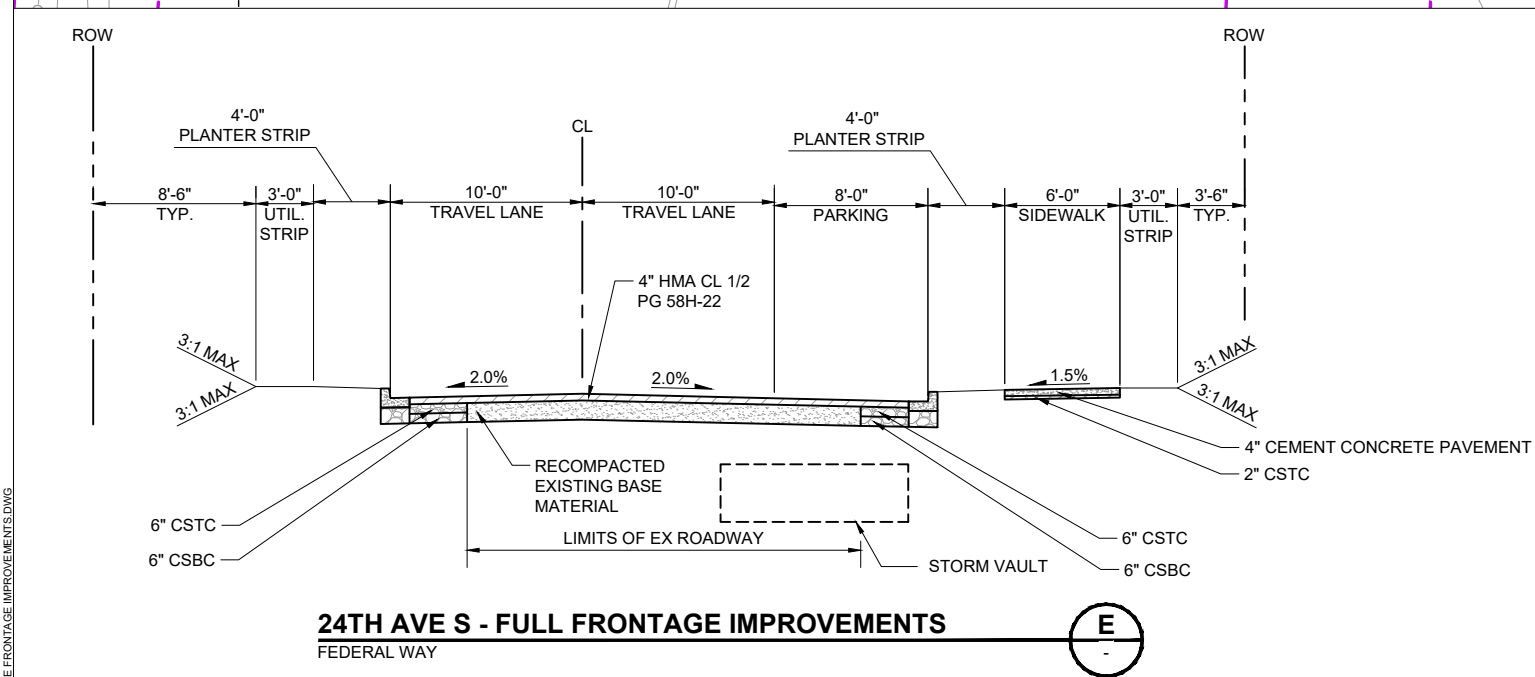
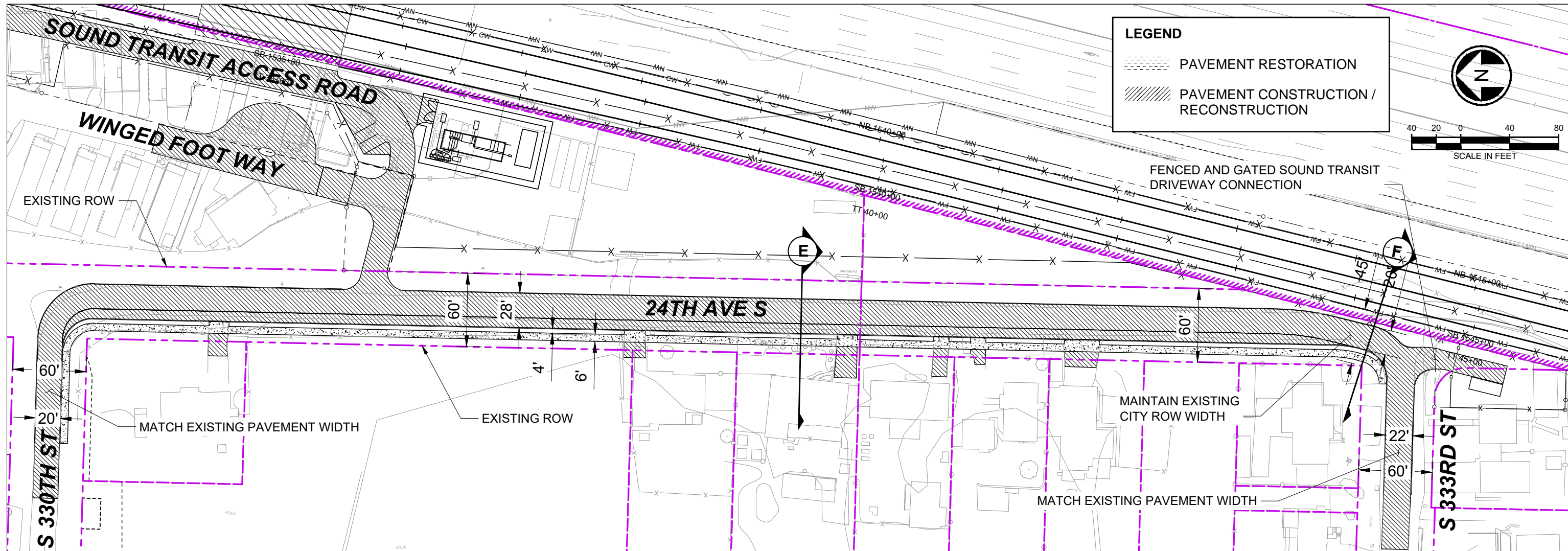
**S 341ST PL HALF-STREET FRONTAGE IMPROVEMENTS** (B)  
 FEDERAL WAY TYPICAL SECTION 3-2R PER DEVELOPMENT STANDARDS

JUL 11 2025 11:43:33 AM C:\WORKING\WEST\104447907\DWG\IMPROVEMENTS\JARPAL.DWG



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SOUND TRANSIT OPERATIONS & MAINTENANCE FACILITY SOUTH  
 EXHIBIT 4.1.2E - S 341ST PL FRONTAGE IMPROVEMENTS



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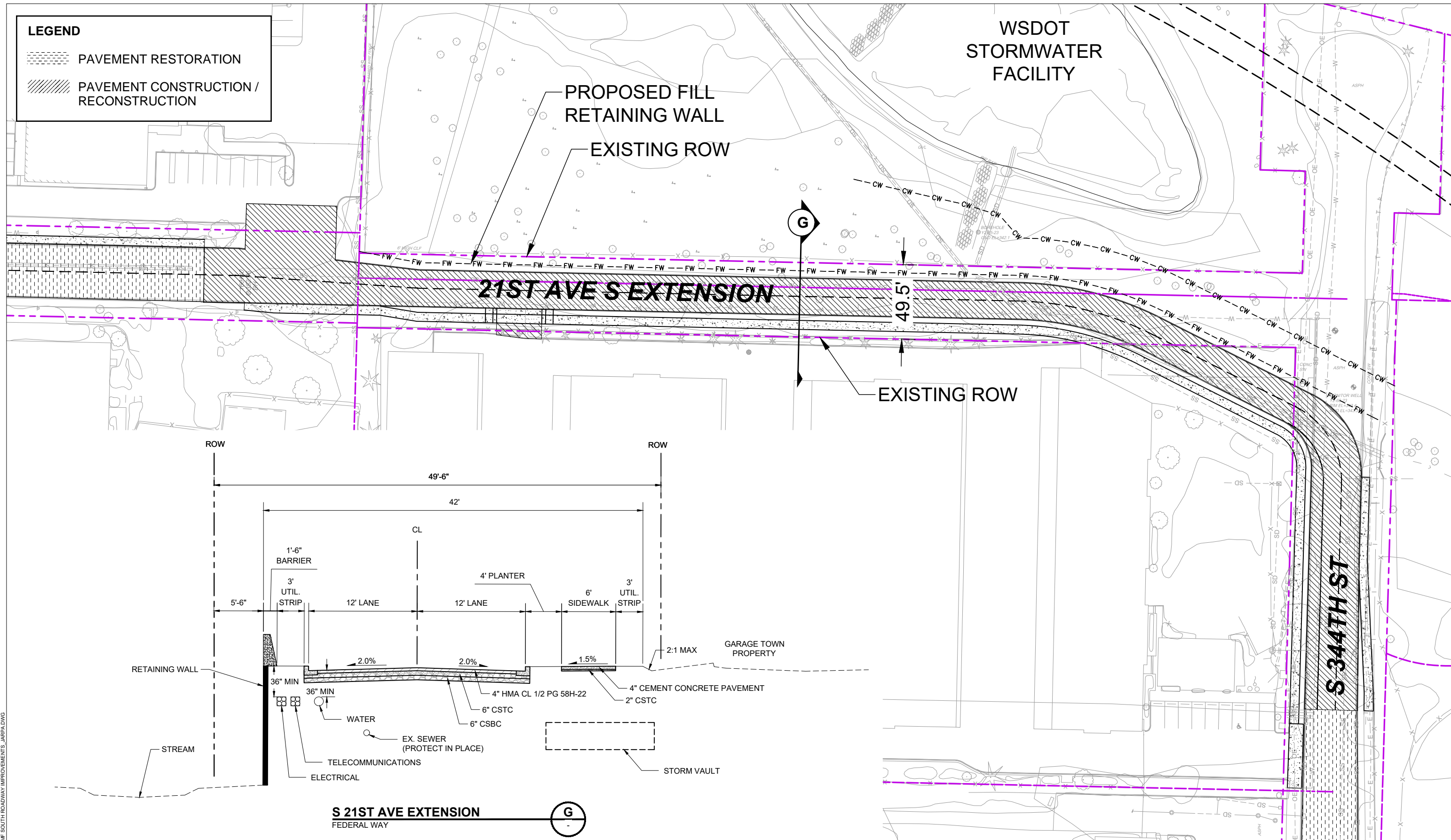


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**SOUND TRANSIT OPERATIONS & MAINTENANCE FACILITY SOUTH**  
**EXHIBIT 4.1.2F - 24TH AVE S IMPROVEMENTS**

**LEGEND**

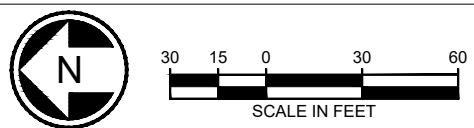
- PAVEMENT RESTORATION
- PAVEMENT CONSTRUCTION / RECONSTRUCTION



SOUND TRANSIT OPERATIONS & MAINTENANCE FACILITY SOUTH  
 EXHIBIT 4.1.3A - S 21ST AVE EXTENSION

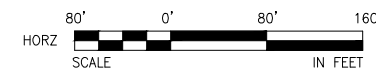
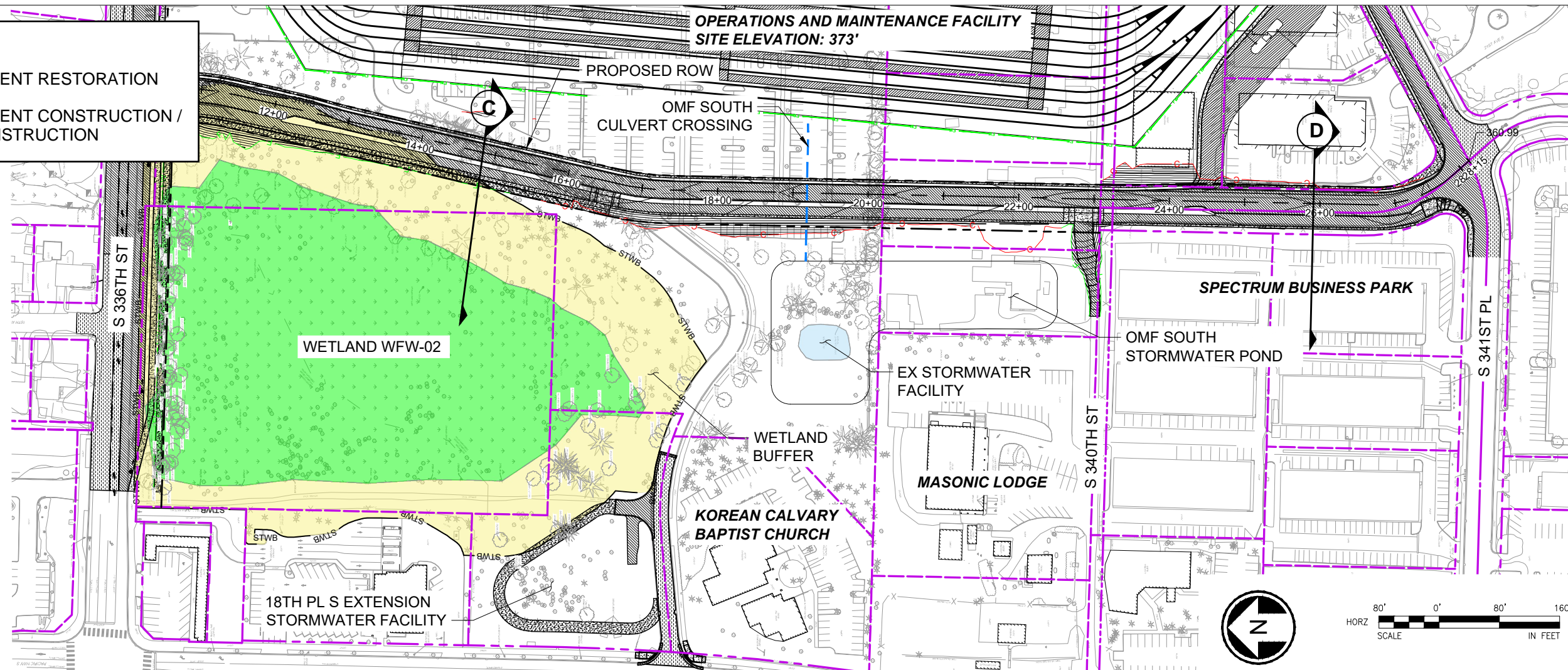
DRAFT for discussion purposes only. Not approved by or on behalf of any party.

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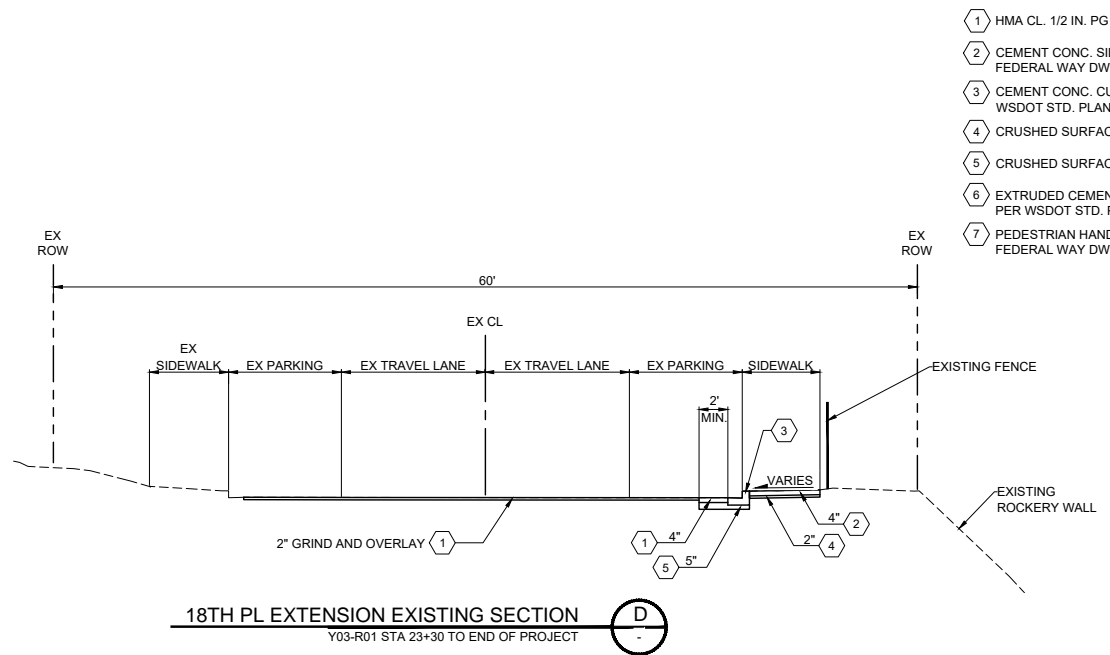
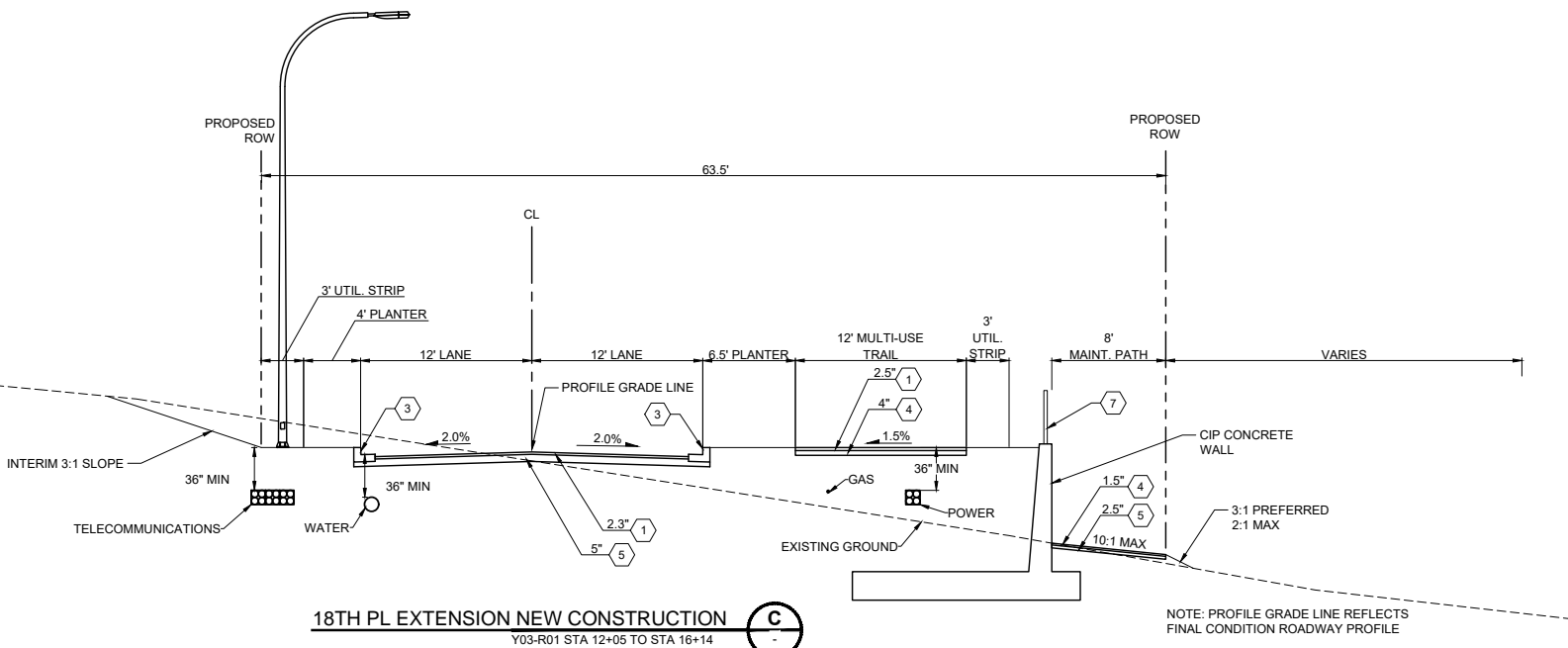
**LEGEND**

-  PAVEMENT RESTORATION
-  PAVEMENT CONSTRUCTION / RECONSTRUCTION



**CONSTRUCTION NOTES:**

- 1 HMA CL. 1/2 IN. PG 58H-22
- 2 CEMENT CONC. SIDEWALK PER CITY OF FEDERAL WAY DWG. FW.F30.10
- 3 CEMENT CONC. CURB AND GUTTER PER WSDOT STD. PLAN F-10.12-04
- 4 CRUSHED SURFACING TOP COURSE
- 5 CRUSHED SURFACING BASE COURSE
- 6 EXTRUDED CEMENT CONC. CURB, TYPE 6 PER WSDOT STD. PLAN F-10.42-00
- 7 PEDESTRIAN HANDRAIL PER CITY OF FEDERAL WAY DWG. FW.H80.10

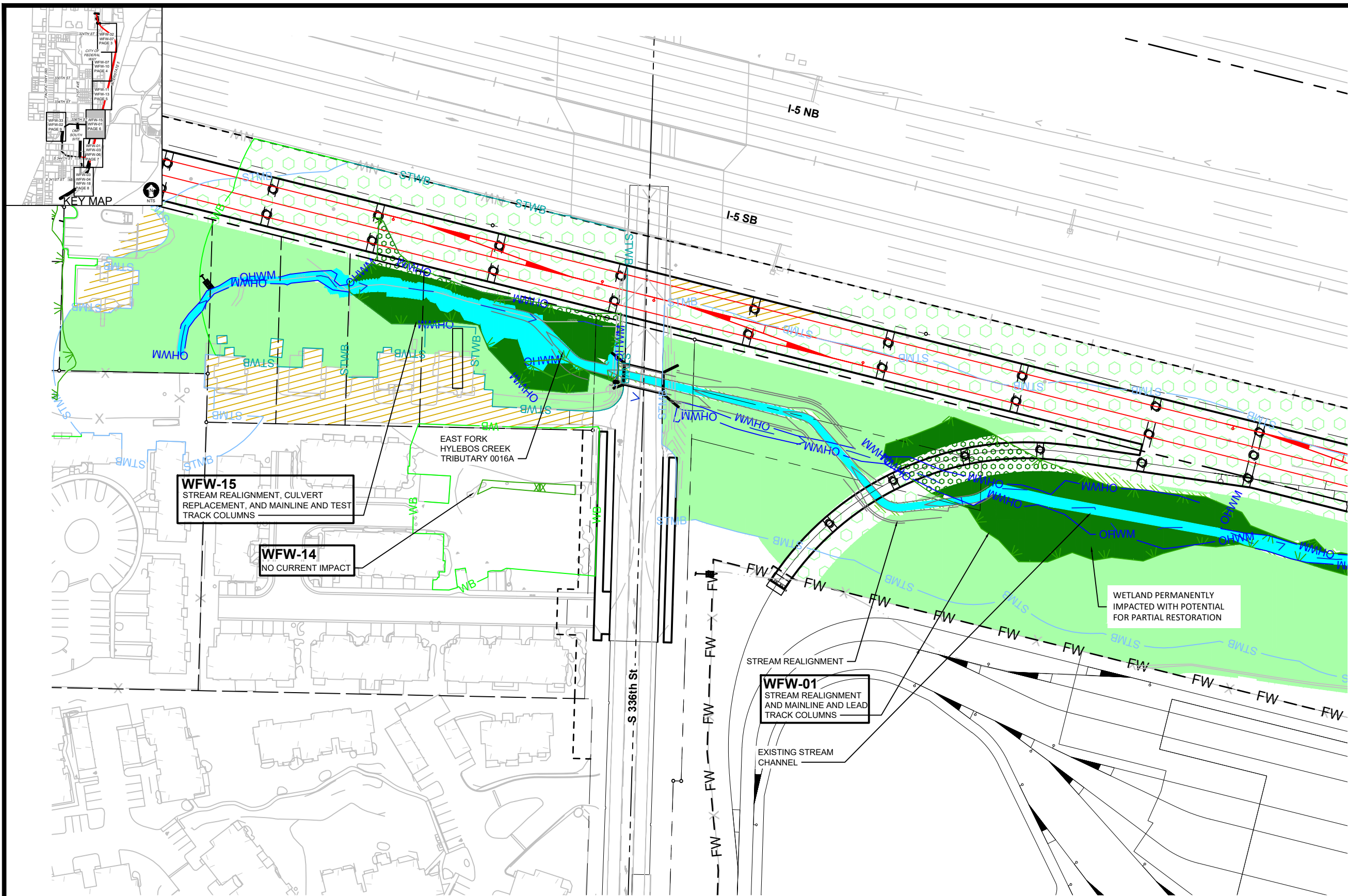


JLUM 12/10/2025 3:15:33 PM C:\WORKING\WEST\104447907\18TH PL S EXTENSION\_FINAL\_CONDITION.DWG



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

SOUND TRANSIT OPERATIONS & MAINTENANCE FACILITY SOUTH  
EXHIBIT 4.1.3B - 18TH PL S FRONTAGE IMPROVEMENTS



**LEGEND:**

- Existing Wetland Boundary
- Existing Stream
- Ordinary High Water Mark
- Proposed Fill Limit
- Proposed Cut Limit
- Wetland Buffer
- Stream Buffer
- Wetland/Stream Buffer
- Mainline, Lead and Test Tracks
- WSDOT R.O.W.
- Existing Right Of Way
- Temporary Construction Easement
- Buffer Reestablishment
- Buffer Restoration
- Wetland Restoration
- Shrub/Herbaceous Wetland Restoration
- Shrub/Herbaceous Buffer Restoration
- Wetland Creation (2-Year Flood Elevation)
- Stream Restoration (Channel, within OHWM and 2 year flood, woody debris, etc)

- GENERAL NOTE:**
1. Expected OHWM is approximated by 2-year WSE.
  2. Areas are noted as permanent impacts for permitting purposes but will be restored within 4 years.

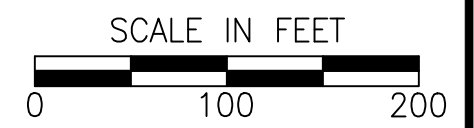
**WFW-15**  
 STREAM REALIGNMENT, CULVERT REPLACEMENT, AND MAINLINE AND TEST TRACK COLUMNS

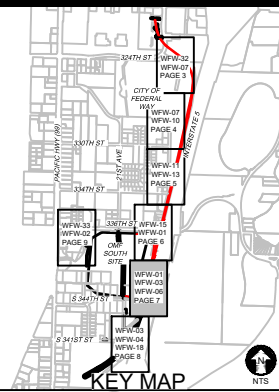
**WFW-14**  
 NO CURRENT IMPACT

**WFW-01**  
 STREAM REALIGNMENT AND MAINLINE AND LEAD TRACK COLUMNS

WETLAND PERMANENTLY IMPACTED WITH POTENTIAL FOR PARTIAL RESTORATION

CONTINUATION: SEE WFW-01-03-06

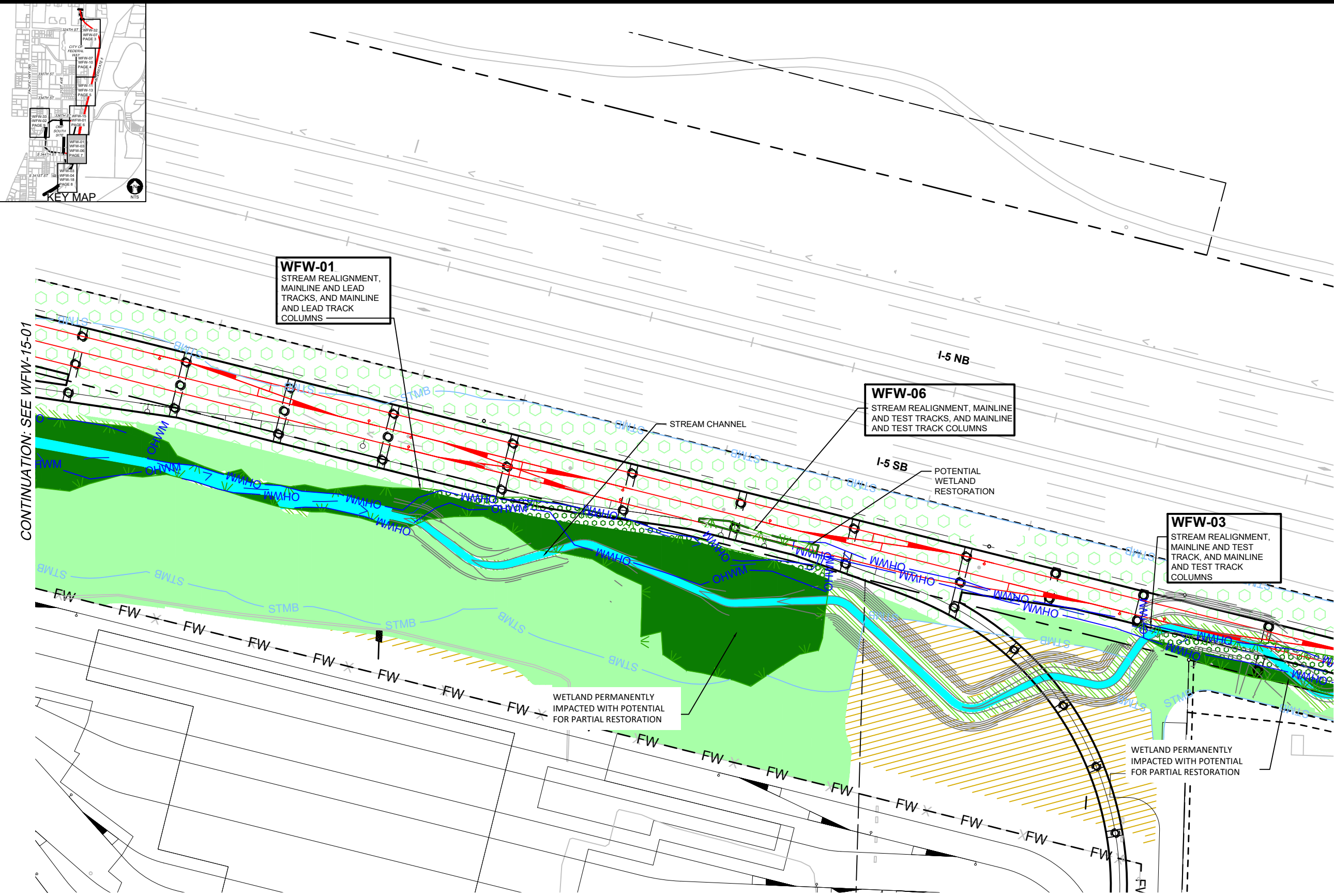




**LEGEND:**

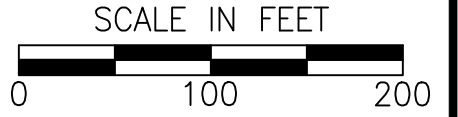
- Existing Wetland Boundary
- Existing Stream
- Ordinary High Water Mark
- Proposed Fill Limit
- Proposed Cut Limit
- Wetland Buffer
- Stream Buffer
- Wetland/Stream Buffer
- Mainline, Lead and Test Tracks
- WSDOT R.O.W.
- Existing Right Of Way
- Temporary Construction Easement
- Buffer Reestablishment
- Buffer Restoration
- Wetland Restoration
- Shrub/Herbaceous Wetland Restoration
- Shrub/Herbaceous Buffer Restoration
- Wetland Creation (2-Year Flood Elevation)
- Stream Restoration (Channel, within OHWM and 2 year flood, woody debris, etc)

- GENERAL NOTE:**
- Expected OHWM is approximated by 2-year WSE.
  - Areas are noted as permanent impacts for permitting purposes but will be restored within 4 years.

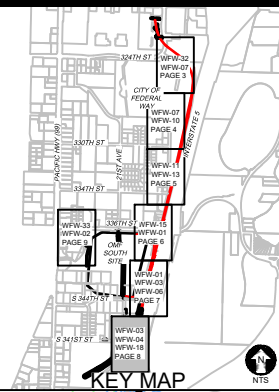
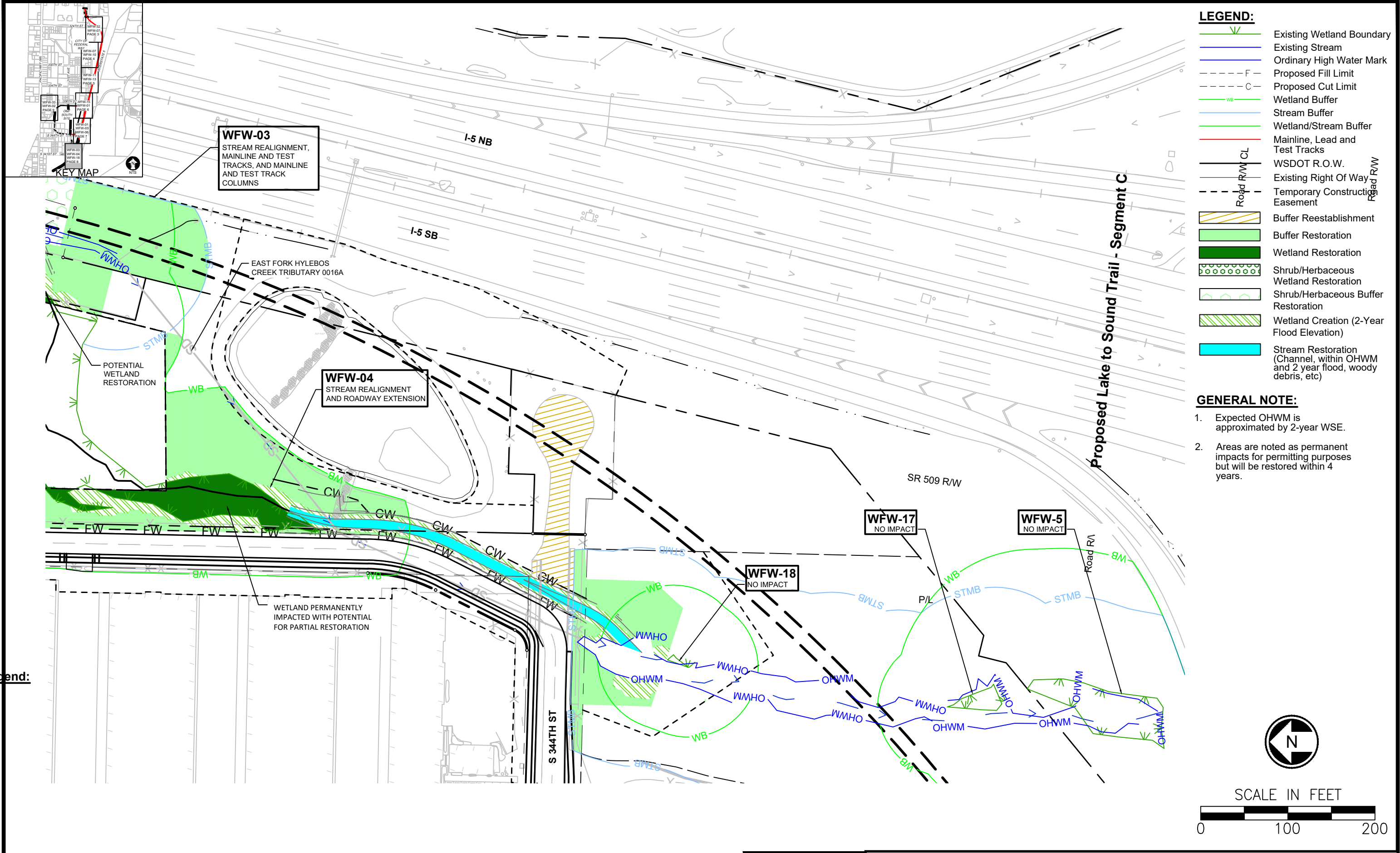


CONTINUATION: SEE WFW-15-01

CONTINUATION: SEE WFW-03-04-18



06/09/25 | 3:50 PM | JLUM  
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**WFW-03**  
 STREAM REALIGNMENT,  
 MAINLINE AND TEST  
 TRACKS, AND MAINLINE  
 AND TEST TRACK  
 COLUMNS

**WFW-04**  
 STREAM REALIGNMENT  
 AND ROADWAY EXTENSION

**WFW-17**  
 NO IMPACT

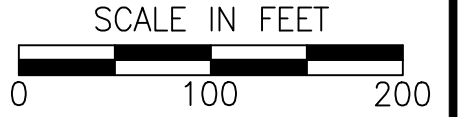
**WFW-18**  
 NO IMPACT

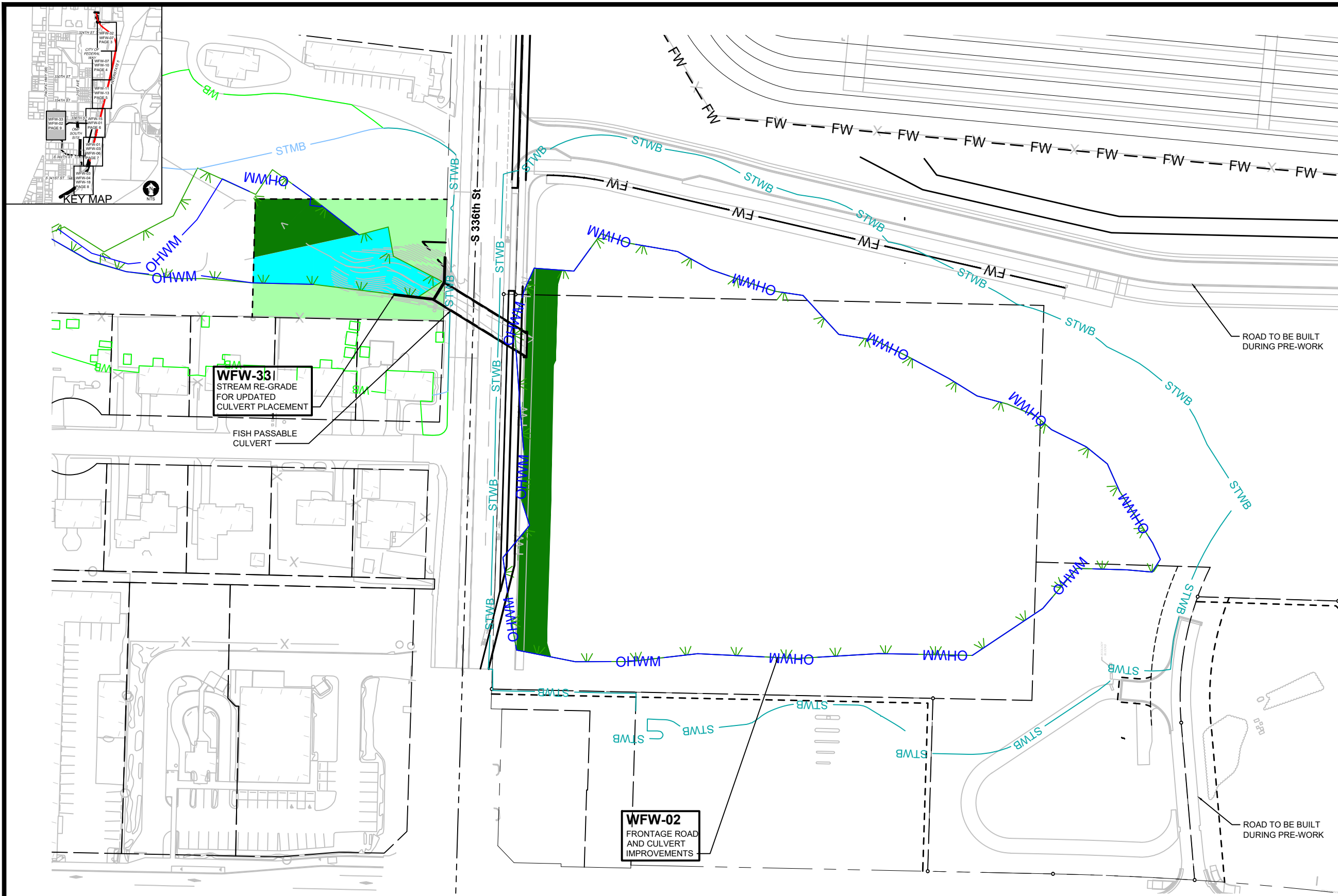
**WFW-5**  
 NO IMPACT

- LEGEND:**
- Existing Wetland Boundary
  - Existing Stream
  - Ordinary High Water Mark
  - Proposed Fill Limit
  - Proposed Cut Limit
  - Wetland Buffer
  - Stream Buffer
  - Wetland/Stream Buffer
  - Mainline, Lead and Test Tracks
  - WSDOT R.O.W.
  - Existing Right Of Way
  - Temporary Construction Easement
  - Buffer Reestablishment
  - Buffer Restoration
  - Wetland Restoration
  - Shrub/Herbaceous Wetland Restoration
  - Shrub/Herbaceous Buffer Restoration
  - Wetland Creation (2-Year Flood Elevation)
  - Stream Restoration (Channel, within OHWM and 2 year flood, woody debris, etc)

- GENERAL NOTE:**
1. Expected OHWM is approximated by 2-year WSE.
  2. Areas are noted as permanent impacts for permitting purposes but will be restored within 4 years.

**Legend:**





**LEGEND:**

- Existing Wetland Boundary
- Existing Stream
- Ordinary High Water Mark
- Proposed Fill Limit
- Proposed Cut Limit
- Wetland Buffer
- Stream Buffer
- Wetland/Stream Buffer
- Mainline, Lead and Test Tracks
- WSDOT R.O.W.
- Existing Right Of Way
- Temporary Construction Easement
- Buffer Reestablishment
- Buffer Restoration
- Wetland Restoration
- Shrub/Herbaceous Wetland Restoration
- Shrub/Herbaceous Buffer Restoration
- Wetland Creation (2-Year Flood Elevation)
- Stream Restoration (Channel, within OHWM and 2 year flood, woody debris, etc)

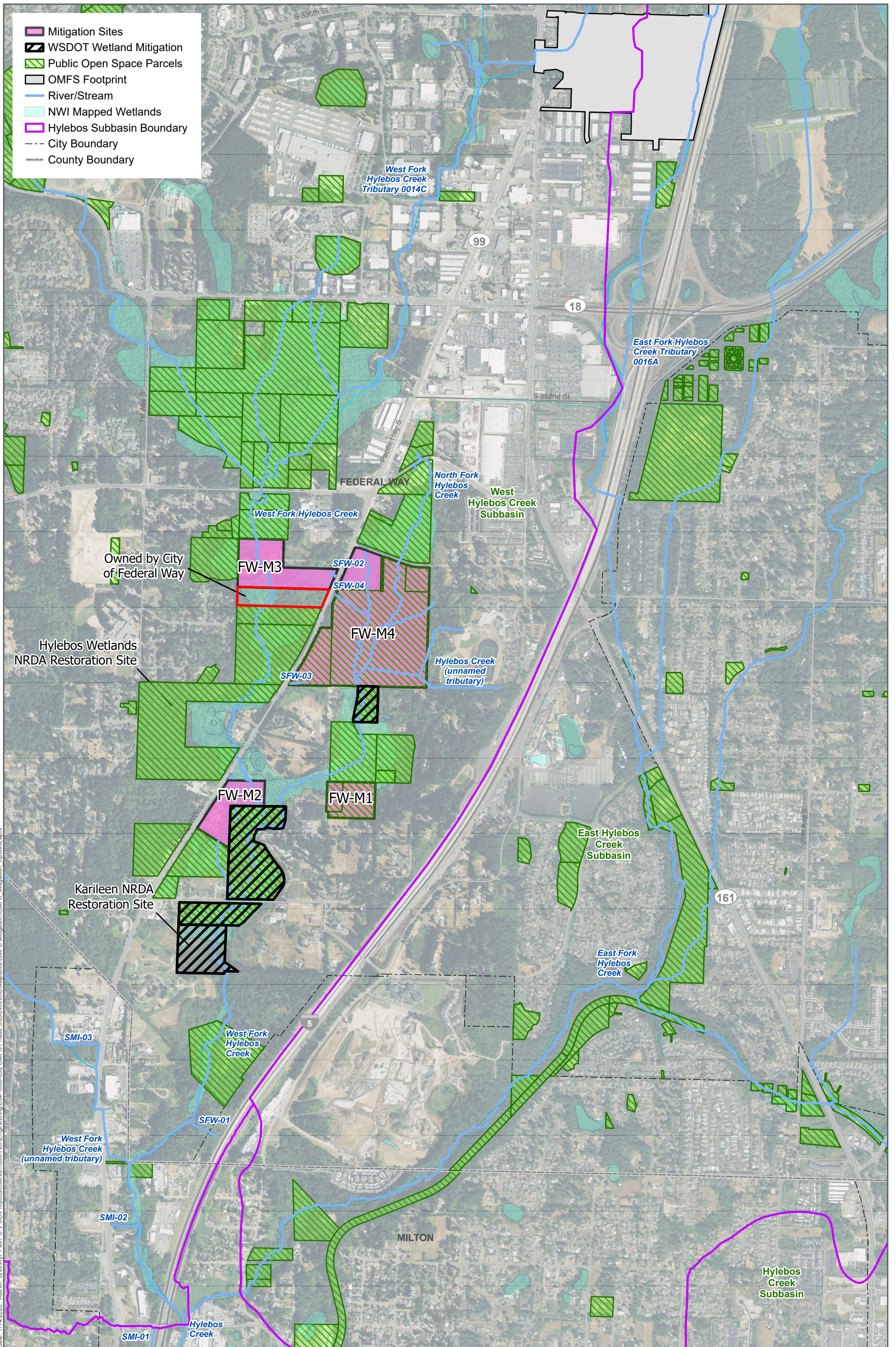
- GENERAL NOTE:**
1. Expected OHWM is approximated by 2-year WSE.
  2. Areas are noted as permanent impacts for permitting purposes but will be restored within 4 years.

ROAD TO BE BUILT DURING PRE-WORK

ROAD TO BE BUILT DURING PRE-WORK

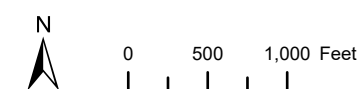
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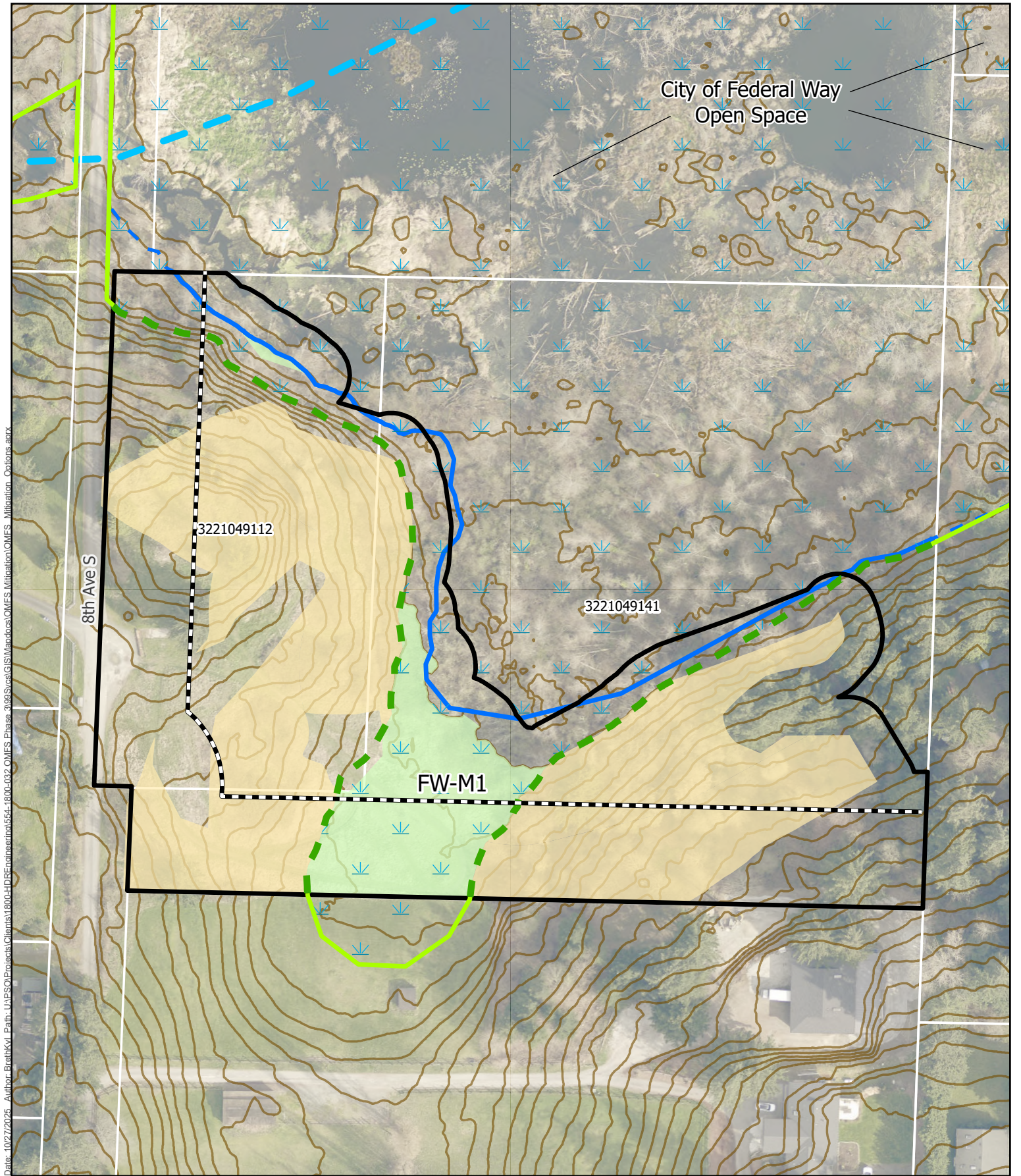


**EXHIBIT 4.3.1 B - FIG. 1**  
**Hylebos Subbasins and OMFS**  
**Off-Site Mitigation Sites**  
 OMFS Off-Site Mitigation

Federal Way, WA



DRAFT: For internal discussion only. Not reviewed or approved on behalf of any party.



Date: 10/27/2025 Author: Brett K... Path: J:\EPS\O\Process\Clients\1800-HDR\Engineer\1554-1600-02 OMFS Phase 3\09\Srvs\GIS\Mandrosi\OMFS Mitigation\_Options.aprx

Source: King County Aerial 2022

**Parametrix**

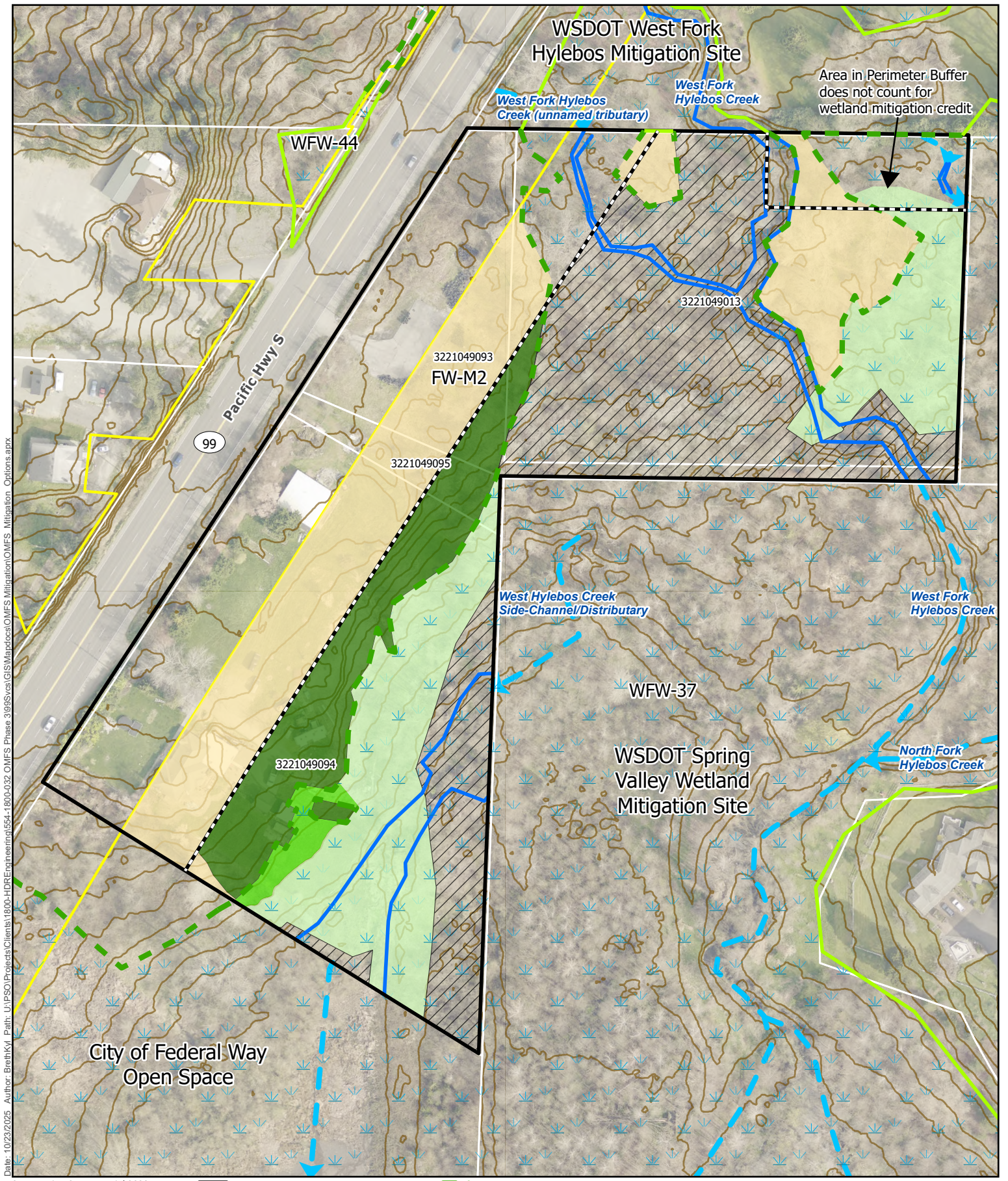


0 50 100 Feet

- Site Boundary
- Interagency Guidance Perimeter Buffer
- Contour (2 feet)
- OHWM**
- Delineated and Surveyed
- Estimated based on LiDAR
- ➔ Estimated Stream Centerline
- Delineated Wetland Boundary
- Estimated Wetland Boundary
- Mitigation Type**
- Wetland Enhancement
- Buffer Enhancement
- Wetland Flags

**EXHIBIT 4.3.1 B- FIG. 2**  
**FW-M1 Proposed Mitigation Site**  
 OMFS Off-Site Mitigation

Federal Way, WA



Date: 10/23/2025 Author: BrethKyl Path: U:\PSCO\Projects\Clients\1800-HDR\Engineering\554-1800-032-OMFS Phase 3\99Srvs\GIS\MapDocs\OMFS Mitigation\Options.aprx

Source: King County Aerial 2022

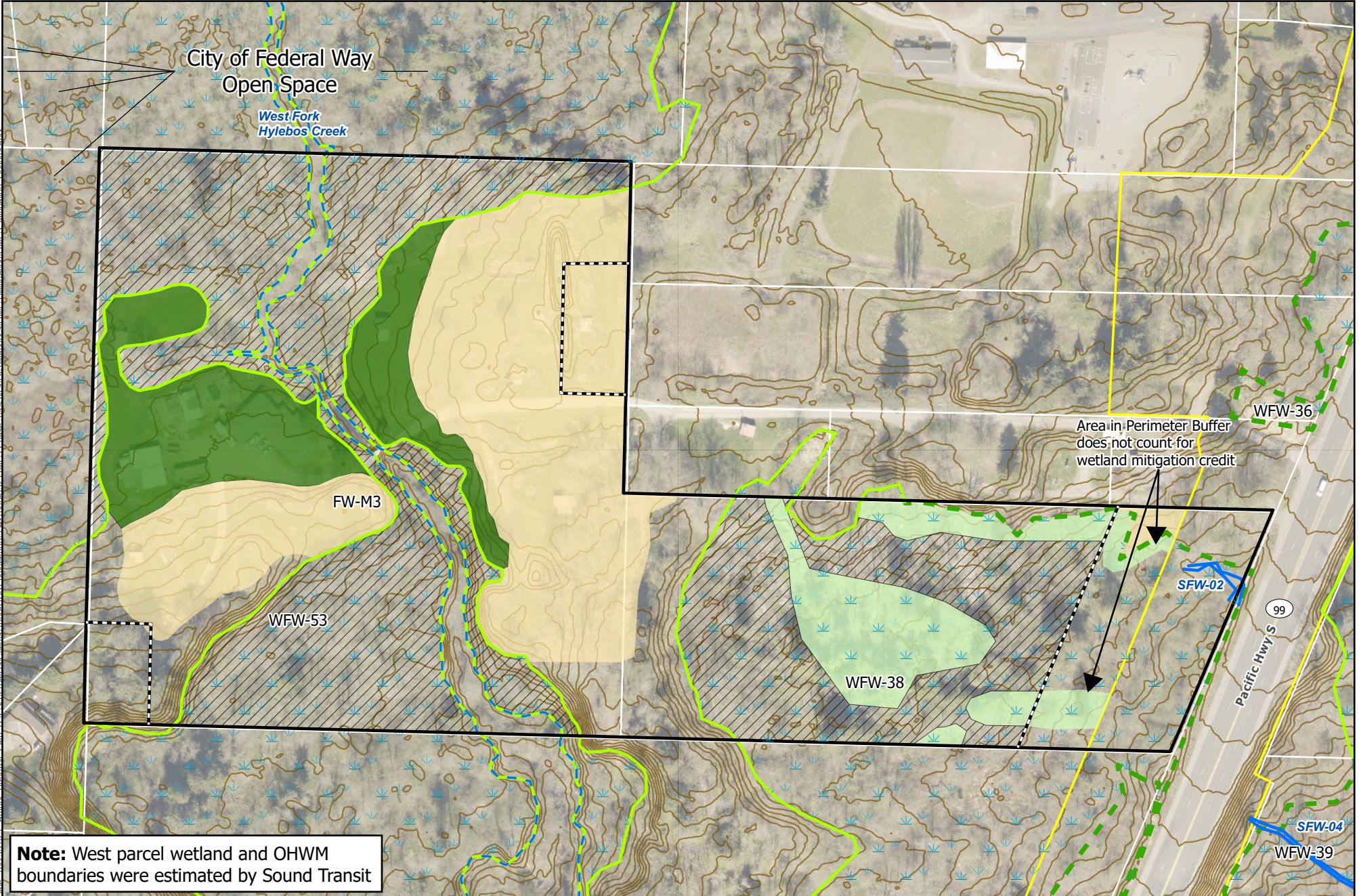
- |                                       |                                  |
|---------------------------------------|----------------------------------|
| Site Boundary                         | Delineated Wetland Boundary      |
| Interagency Guidance Perimeter Buffer | Estimated Wetland Boundary       |
| Future TDLE Construction Footprint    | <b>Mitigation Type</b>           |
| Contour (2 feet)                      | Wetland Creation/Reestablishment |
| <b>OHWM</b>                           | Wetland Rehabilitation           |
| Delineated and Surveyed               | Wetland Enhancement              |
| Estimated Stream Centerline           | Wetland Preservation             |
|                                       | Buffer Enhancement               |

**EXHIBIT 4.3.1 B- FIG. 3**  
**FW-M2 Proposed Mitigation Site**  
 OMFS Off-Site Mitigation

**Parametrix**

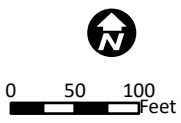
0 50 100 Feet

Federal Way, WA



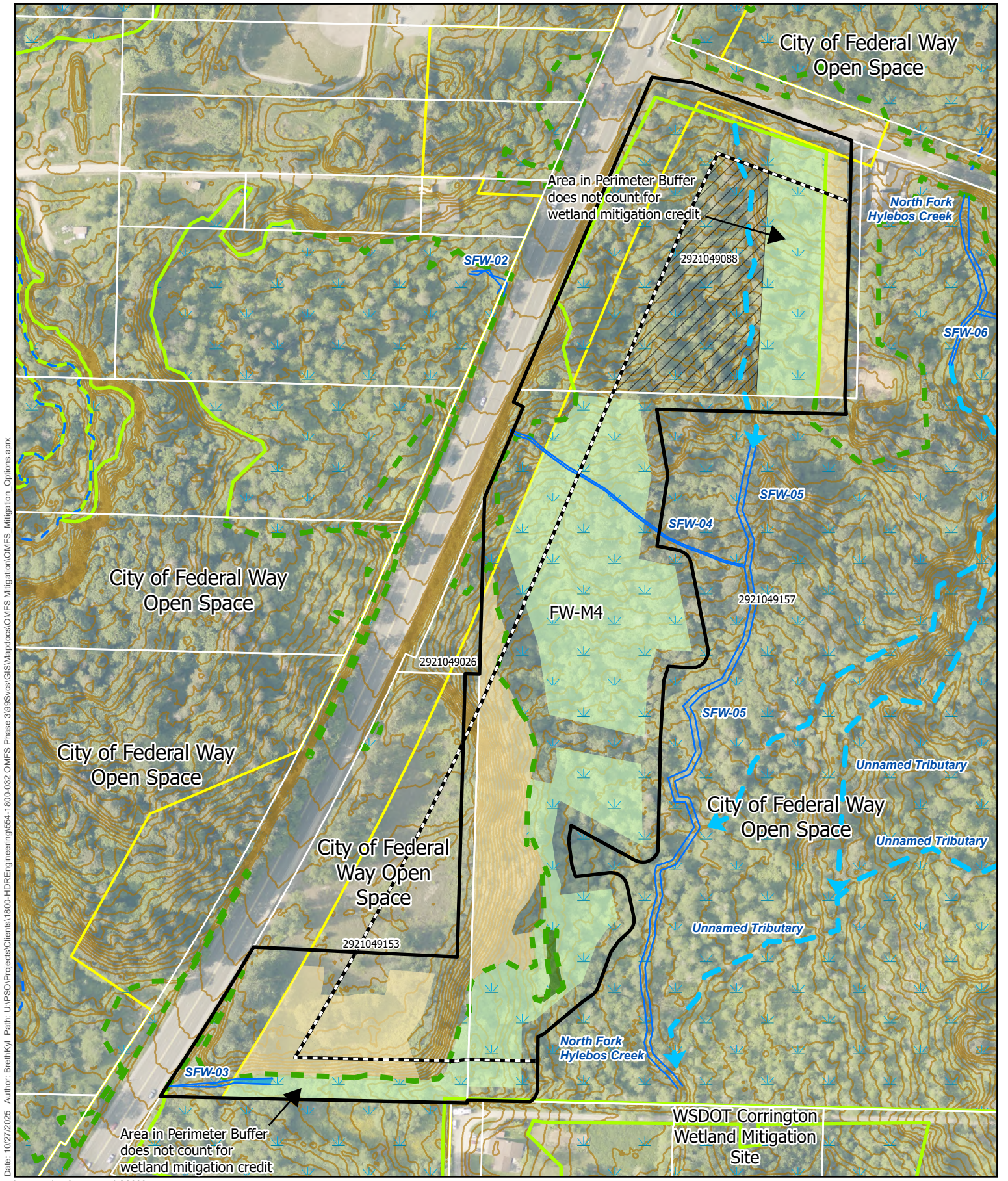
Source: King County Aerial 2022

**Parametrix**



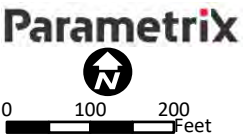
- Site Boundary
- Interagency Guidance Perimeter Buffer
- Future TDLE Construction Footprint
- Contour (2 feet)
- OHWM**
- Delineated and Surveyed
- Estimated based on LiDAR
- Delineated Wetland Boundary
- Estimated Wetland Boundary
- Mitigation Type**
- Wetland Creation/Reestablishment
- Wetland Enhancement
- Wetland Preservation
- Buffer Enhancement

**EXHIBIT 4.3.1 B- FIG. 4**  
**FW-M3 Proposed Mitigation Site**  
 OMFS Off-Site Mitigation



Date: 10/27/2025 Author: BrethKy Path: U:\P\SO\Projects\Clients\1800-HDR\Engineering\554-1800-032-OMFS Phase 3\995\src\GIS\MapDocs\OMFS Mitigation\OMFS Mitigation\_Options.aprx

Source: King County Aerial 2023



- Site Boundary
- Interagency Guidance Perimeter Buffer
- Future TDLE Construction Footprint
- Contour (2 feet)
- OHWM**
- Delineated and Surveyed
- Estimated based on LiDAR
- ➔ Estimated Stream Centerline
- Delineated Wetland Boundary
- Estimated Wetland Boundary
- Mitigation Type**
- Wetland Creation/Reestablishment
- Wetland Enhancement
- Wetland Preservation
- Stream Enhancement
- Buffer Enhancement

**EXHIBIT 4.3.1 B- FIG. 5**  
**FW-M4 Proposed Mitigation Site**  
 OMFS Off-Site Mitigation

Federal Way, WA

## Exhibit 4.4.2: *Modulated Wall Treatment Examples*



**Applied large-scale elements**



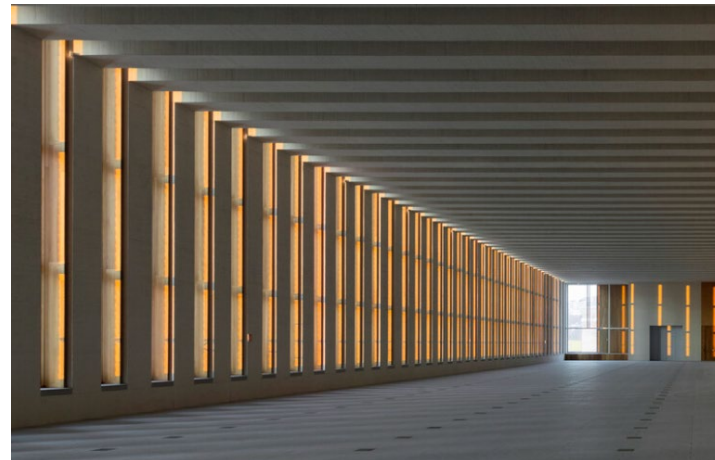
**Offsets in plane**



**'Framing' devices**



**Applied textures**



**Lighting recesses**



**Color variation**

# OMF South

## Retaining Wall View Analysis Example

### View Analysis:

A VIEW ANALYSIS SIMILAR TO THE PROPOSED ANALYSES BELOW SHALL BE CONDUCTED TO DETERMINE WHICH WALLS ARE VISIBLE FROM CITY ROW OR ADJACENT PROPERTIES.

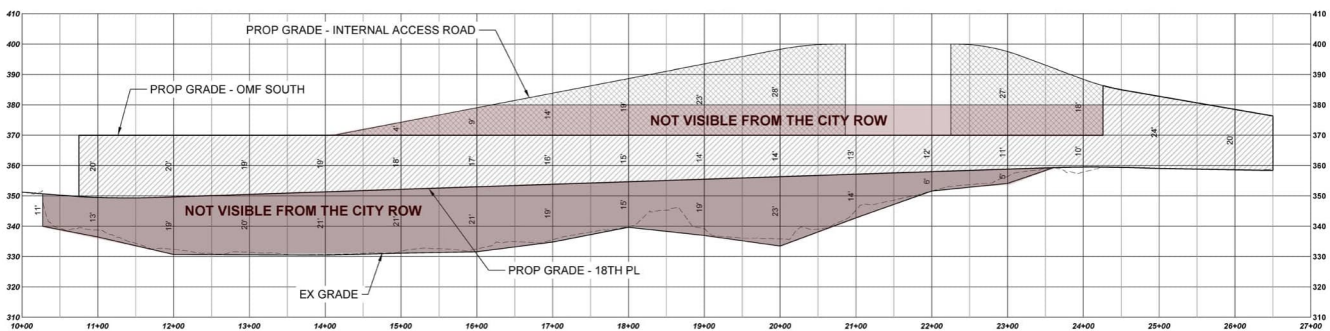


Figure 1: View analysis of retaining wall along 18th PI S extension

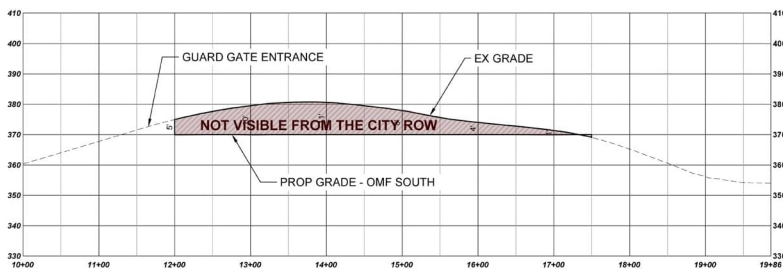


Figure 2: View analysis of retaining wall along S 341st PI

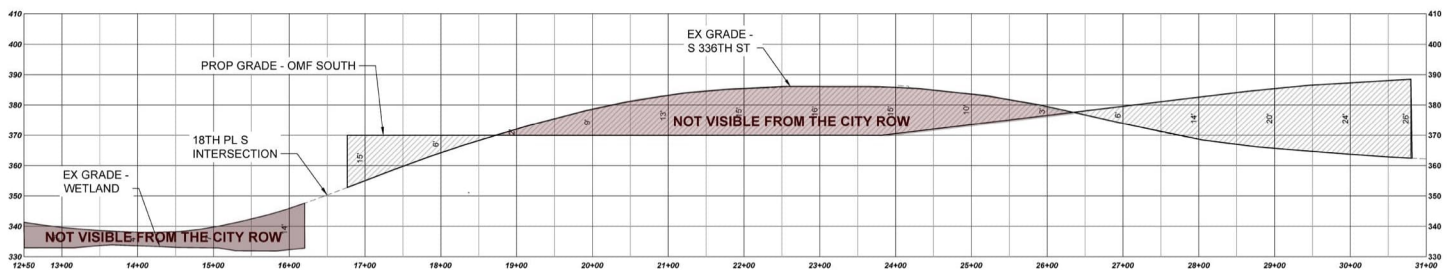
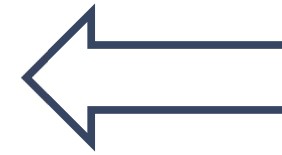
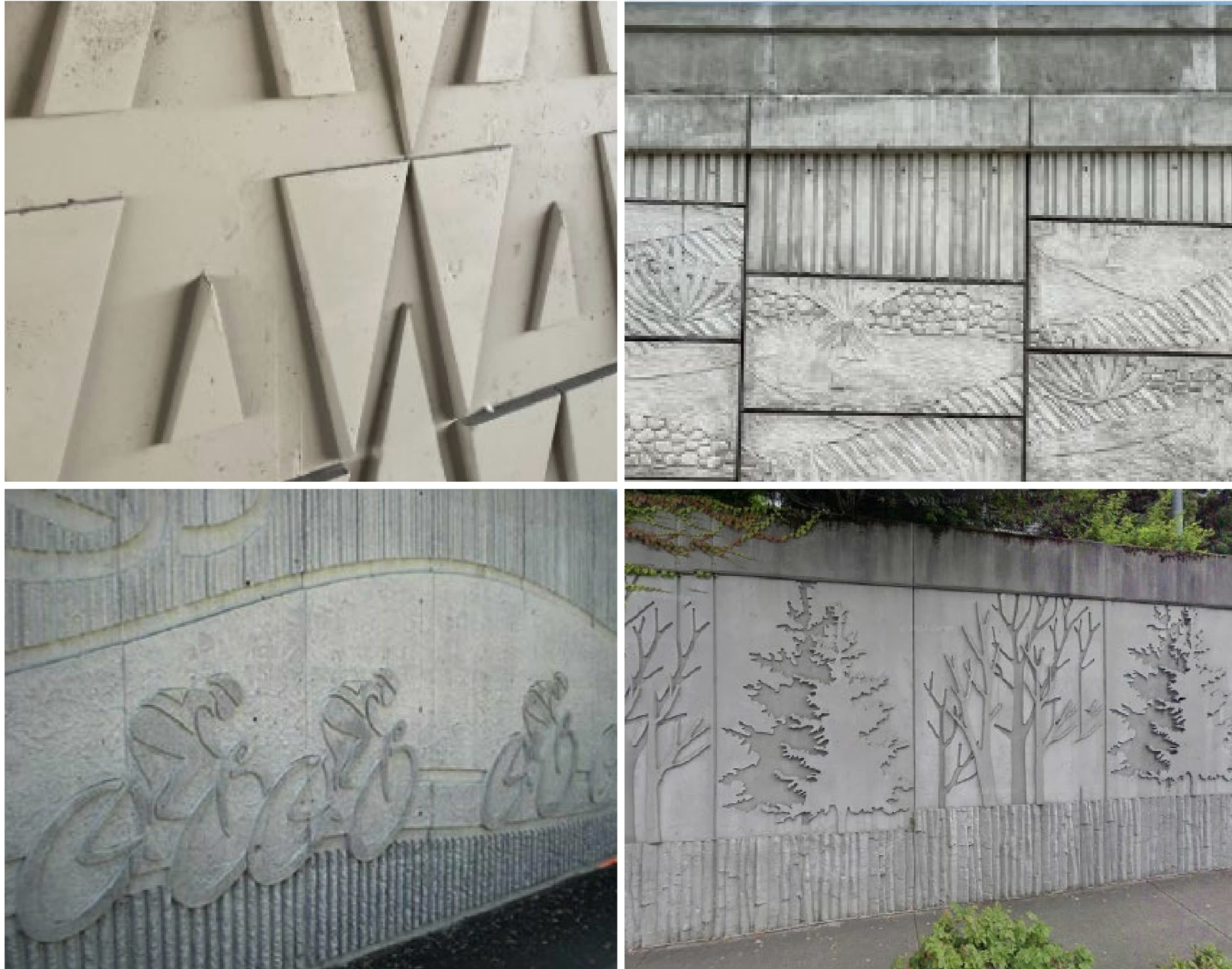


Figure 3: View analysis of retaining wall along S 336th St

# Exhibit 4.5.1-B: Retaining Wall Treatment Examples



Four examples of pattern families with a visual interest at the pedestrian level.

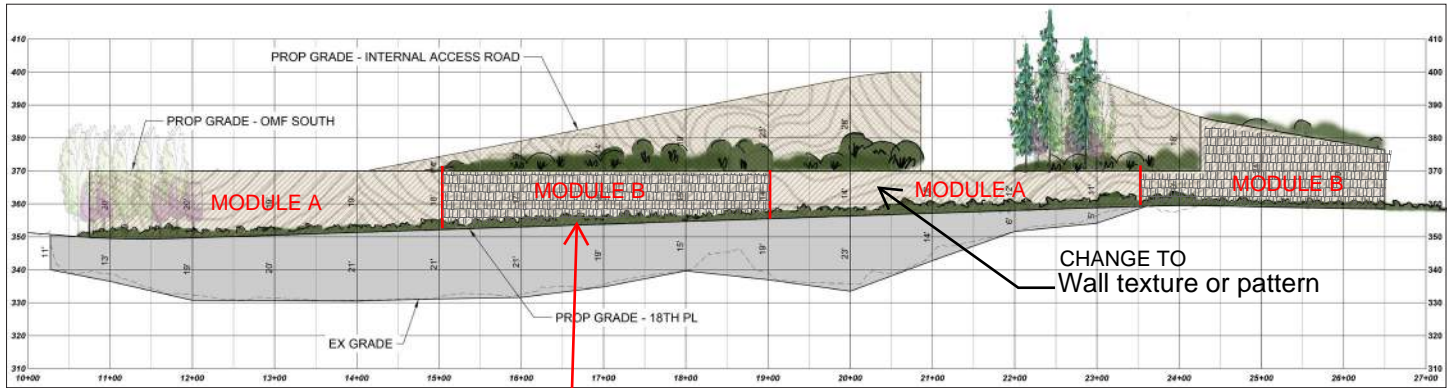
## Retaining Wall Design Matrix\*

\*Matrix applies for any retaining wall that is visible from City ROW and/or adjacent developed/developable properties.

	Landscaped setback less than 4 feet wide	Landscaped setback 4 feet to less than 10 feet wide	Landscaped setback 10 feet wide or more
Architectural wall treatment required	✓	✓	
Low planting screen (shrubs + groundcover)	✓		
Type III landscaping FWRC 19.125.050.(3)		✓	
Type II landscaping FWRC 19.125.050.(2)			✓

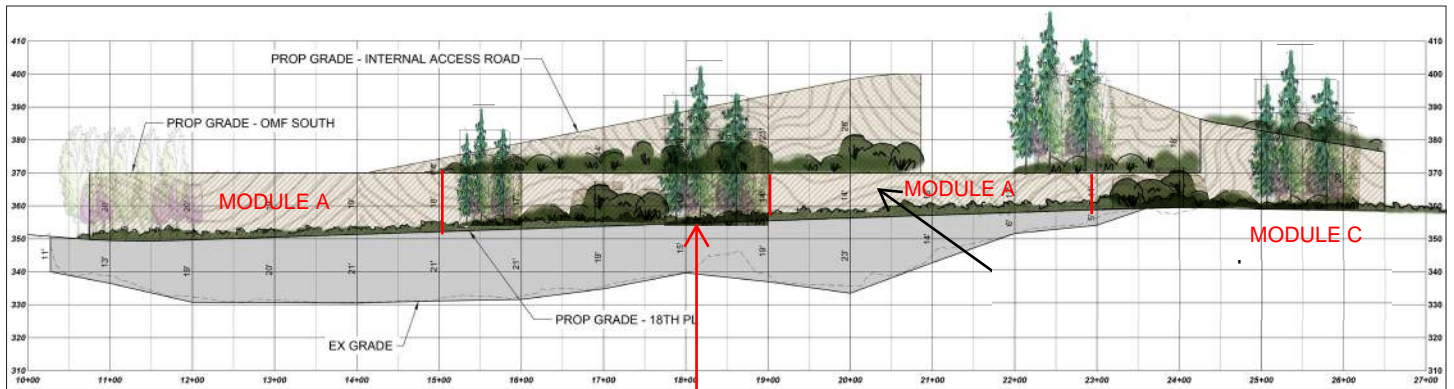
# EXHIBIT 4.5.2: Examples of Visual Variety Modules

## Retaining Wall Treatment - Example 1



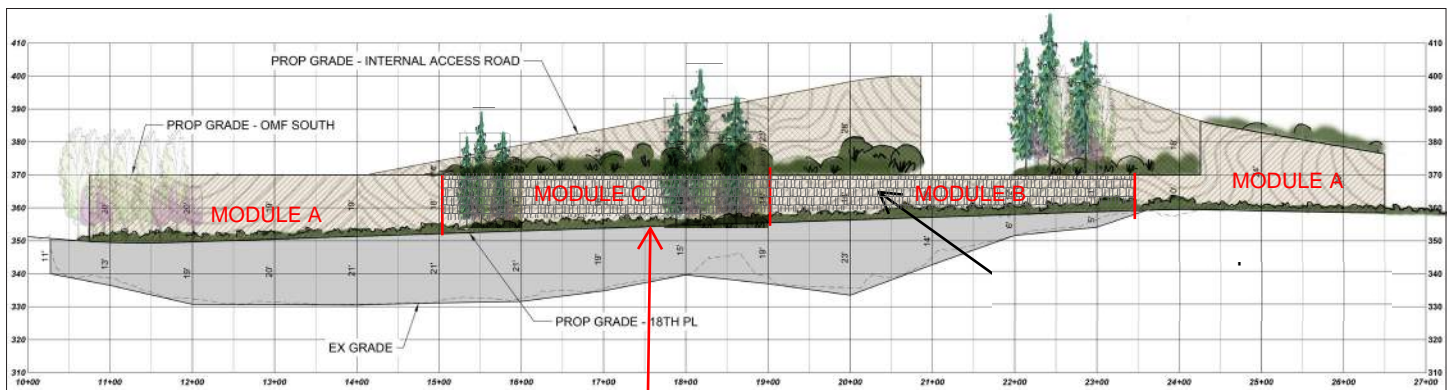
WHERE LOW SCREENING PLANTING IS PROVIDED PER EXHIBIT 4.5.1, CHANGE IN MODULE MAY BE ACCOMPLISHED BY CHANGES TO THE WALL TREATMENT ONLY, OR CHANGE TO THE PLANTING SPECIES, VARIETY, AND PLACEMENT.

## Retaining Wall Treatment - Example 2



WHERE TYPE III PLANTING IS PROVIDED PER EXHIBIT 4.5.1, CHANGE IN MODULE MAY BE ACCOMPLISHED BY CHANGE TO THE WALL TREATMENT ONLY, CHANGE TO THE PLANTING SPECIES, VARIETY, HEIGHT, AND PLACEMENT, OR BOTH.

## Retaining Wall Treatment - Example 3



'PHASED' MODULE: ALTERNATING CHANGE IN EITHER WALL TREATMENT OR LANDSCAPE

# **EXHIBIT 4.6.1**

EXCEPRT FROM  
SOUND TRANSIT REQUIREMENTS MANUAL -  
REV 1 AMENDMENT 1

SECTION 802

VEGETATION CLEAR ZONE

**802.3.3.2** The vegetation within a minimum of 300' of an at-grade crossing must not be taller than 24 inches. See Set series 900 Civil, Set 100 Train Control & Signals, and Set series 500 Track as well as EP-13. Coordinate with Sound Transit. Locate plantings to prevent the accumulation of grass, leaves, or other plant materials on the track and guideway and on drainage infrastructure including gutters and drains.

**802.3.3.3** Plantings between trackway are not permitted due to access limitations for maintenance.

**802.3.3.4** At tree maturity, branches and dripline must be at least 15 feet clear of the OCS. Trees planted by Sound Transit must not pose a future threat of falling on tracks, guideway, or OCS and must account for mature height and distance from facilities. Design and selection must take into consideration future access to OCS and guideway for maintenance and must not impede this access.

**802.3.3.5** At elevated guideway and transition structures, trees and plantings are permitted outside the vegetation clear zones identified in figures 802-1 and 802-2. Refer to Set series 900 Civil and the Sound Transit Right of Way Manual for definition of easement limits. Please note that the vegetation clear zone is contained within the easement limits but does not match the easement. This is to facilitate simpler easement descriptions yet allow for more planting area to help support tree replacement project needs.

**802.3.3.6** Plantings around columns must ensure access for maintenance and inspection of the structure.

**802.3.3.7** At grade and retained cut alignments must have a vegetation clear zone that matches the vegetation clear zone from elevated guideway above the top of rail as shown in Figure 802-1 and Figure 802-2.

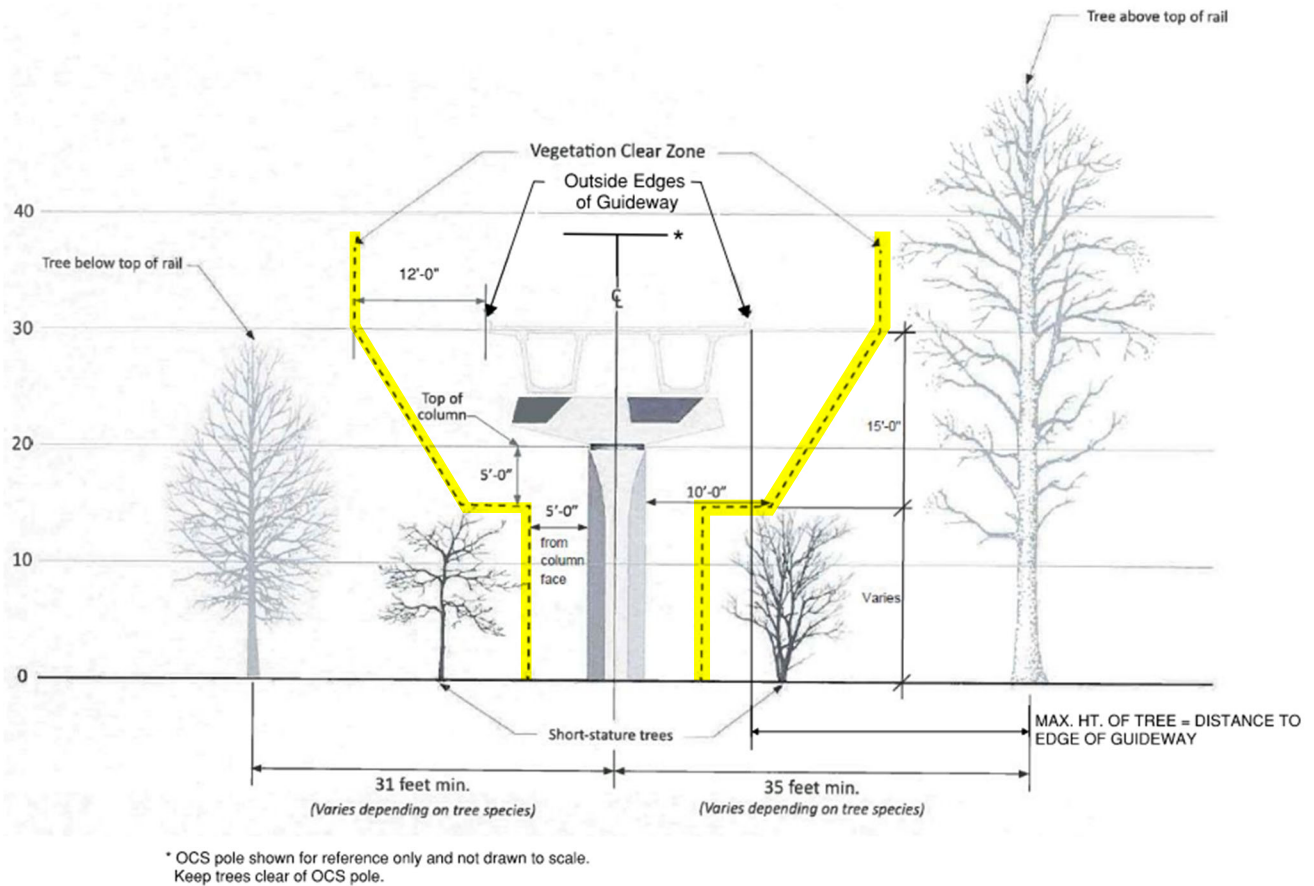
**802.3.3.8** Vegetation clear zone requirements for new landscaping shown in figures 802-1 and 802-2 must be used to determine extent of removal of existing vegetation.

**802.3.3.8.1** GC is required to conduct a post-grading hazard tree analysis of the remaining existing trees in and adjacent to the guideway, track and OCS corridor and provide a report as a submittal for Sound Transit to review. The assessment must be performed by an ISA (international society of arboriculture) certified arborist for trees greater than 4 inches DBH that have indicators it could fail and damage a valued target (i.e., guideways, structures, roadways). Coordinate with Sound Transit for format and additional requirements of the analysis.

**802.3.3.8.2** Tree branch clear zone must be a minimum of 15 feet from OCS clear zone. If an existing tree has not yet reached maturity, evaluate if mature size will have branches within the vegetation clear zone or 15 feet of OCS clear zone, whichever is greater. If so, remove the existing tree and replace with more suitable landscaping. Do not retain trees that will require on-going pruning maintenance to meet the vegetation clear zone and OCS clearances. Qualified arborists from design team must work with Sound Transit facilities staff to address the current approach and future maintenance issues.

**802.3.3.8.3** Select trees that will not fall across tracks, guideway, or OCS at mature height. Work with AHJ to identify and mitigate any existing problem trees which have potential to impact Sound Transit infrastructure.

Figure 802-1: Elevated Guideway Section

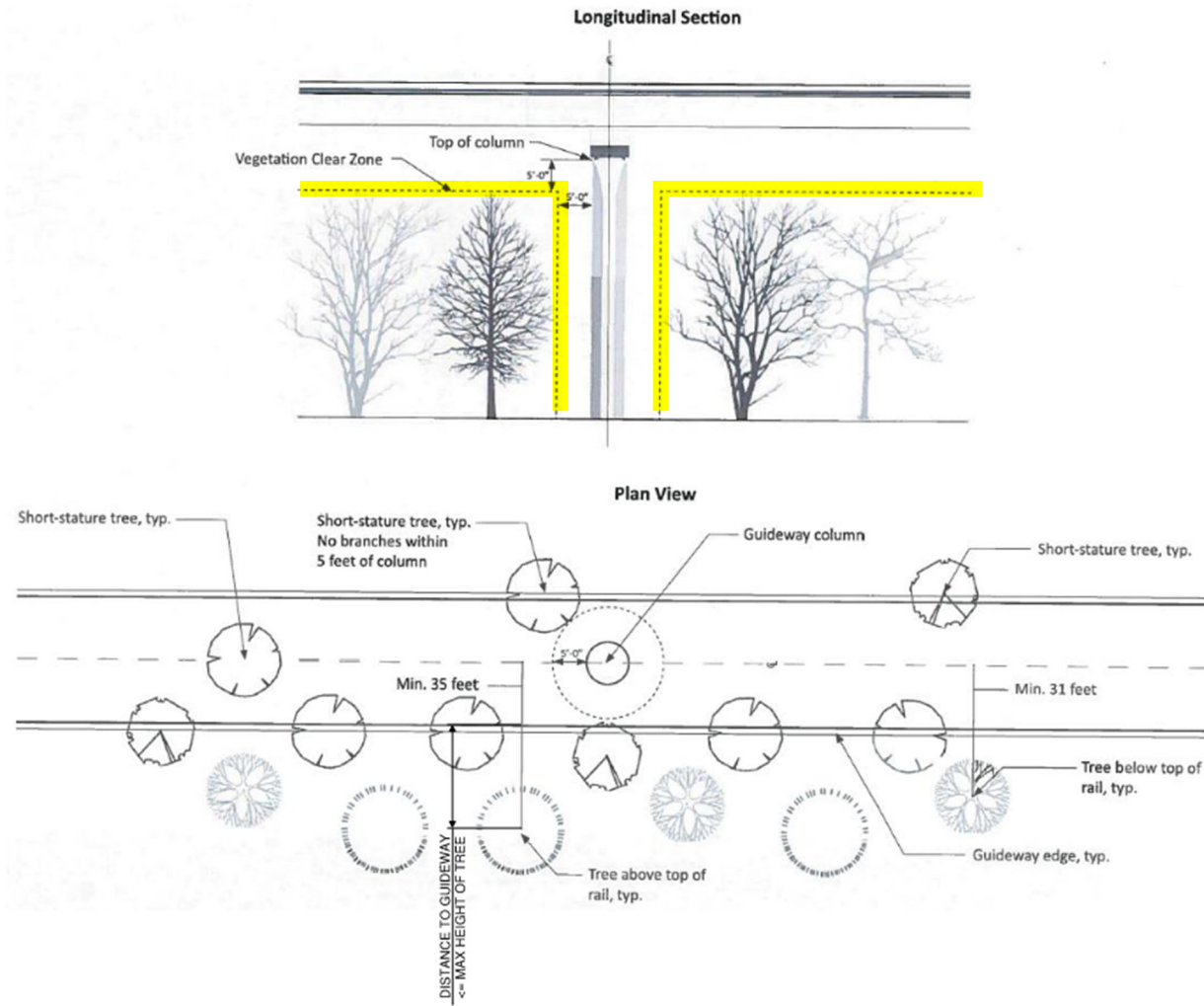


**802.3.3.9** Planting areas under elevated guideways must be located under elevated guideways at least 25 feet high to receive sufficient water and light year-round. Exceptions for sensitive areas, such as wetlands, must be approved by Sound Transit. [Bioretention planting with shade tolerant species shall be used in lower light conditions if winter rainfall is directed into planter to provide passive irrigation.](#) Other hardscape or features must be provided beneath the guideway structure.

**802.3.3.10** Planting areas near the edges of the guideway may be permitted to extend under the edge of the guideway depending on water and light availability and site specifics. Sound Transit must review and approve all proposed planting areas that extend beneath the guideway structure. See irrigation requirements below.

**802.3.3.11** Planting may be permitted under the guideway structure outside the vegetation clear zone where other jurisdictions have agreed to all responsibilities of planting maintenance, including removal of volunteer plants that may reach into the vegetation clear zone.

Figure 802-2: Elevated Guideway - Elevation and Plan View











Planting areas using a rainwater guideway dispersal system, if used at elevated guideways, must be designed to reduce erosion and promote infiltration, consistent with the local stormwater manuals and Sound Transit LID Stormwater Manual. Plants in these locations must be planted a maximum of three feet on center.

**802.3.3.12** Evergreen plants must make up between 60 and 80 percent of the species mix. Chose plant mixes that tolerate Pacific Northwest conditions of wet winters and dry summers.

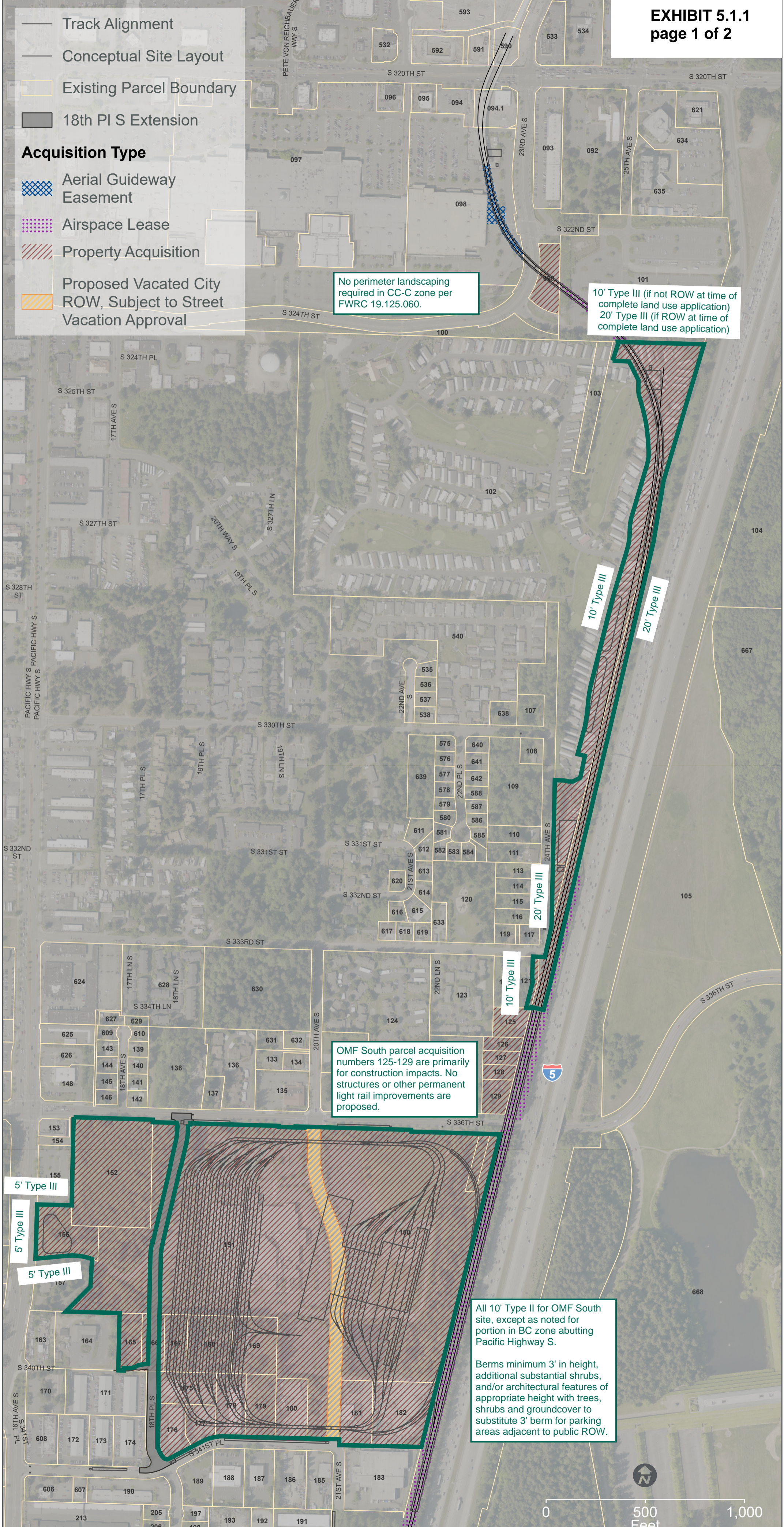
**802.3.3.13** Rain angle and sun access must be considered for plantings under the guideway. [Use gravity and planar site grading to allow surface runoff to provide passive irrigation to planting areas, maximize plant vitality, and reduce irrigation needs.](#)

**802.3.3.14** Soil conditions must be designed to permit appropriate water absorption in these areas. Minimize plantings under guideways to required mitigation and AHJ requirements due to less-than-optimal growing environment there [if passive irrigation from stormwater runoff is not feasible. Design and specify distinct soil types and micro-grading to develop swales and other features to maximize water retention for planting.](#)

-  Track Alignment
-  Conceptual Site Layout
-  Existing Parcel Boundary
-  18th PI S Extension
- Acquisition Type**
-  Aerial Guideway Easement
-  Airspace Lease
-  Property Acquisition
-  Proposed Vacated City ROW, Subject to Street Vacation Approval

No perimeter landscaping required in CC-C zone per FWRC 19.125.060.

10' Type III (if not ROW at time of complete land use application)  
20' Type III (if ROW at time of complete land use application)



OMF South parcel acquisition numbers 125-129 are primarily for construction impacts. No structures or other permanent light rail improvements are proposed.

All 10' Type II for OMF South site, except as noted for portion in BC zone abutting Pacific Highway S.  
Berms minimum 3' in height, additional substantial shrubs, and/or architectural features of appropriate height with trees, shrubs and groundcover to substitute 3' berm for parking areas adjacent to public ROW.



- Track Alignment
- Conceptual Site Layout
- Existing Parcel Boundary
- 18th PI S Extension
- Acquisition Type**
  - Aerial Guideway Easement
  - Airspace Lease
  - Property Acquisition
  - Proposed Vacated City ROW, Subject to Street Vacation Approval

Move perimeter landscaping to edge of future S 324th Street alignment/I-5 ramps.

10' Type III (if not ROW at time of complete land use application)  
20' Type III (if ROW at time of complete land use application)

No perimeter landscaping due to ST Vegetation Clear Zone requirements.

No perimeter landscaping due to ST Vegetation Clear Zone requirements.

No perimeter landscaping due to ST Vegetation Clear Zone requirements.

Type III landscaping along base of retaining wall, where 4' to <10' available for landscaping. Low planting screen (shrubs + groundcover) along base of retaining wall, where <4' available.

All 10' Type II for OMF South site, except as noted for portion in BC zone abutting Pacific Highway S.

Berms minimum 3' in height, additional substantial shrubs, and/or architectural features of appropriate height with trees, shrubs and groundcover to substitute 3' berm for parking areas adjacent to public ROW.

OMF South parcel acquisition numbers 125-129 are primarily for construction impacts. No structures or other permanent light rail improvements are proposed.

No perimeter landscaping per FWRC 19.125.060 along I-5 property line.

No perimeter landscaping per FWRC 19.125.060 along 336th property line, where abutting critical areas/critical area buffers.

No perimeter landscaping due to ST Vegetation Clear Zone requirements.

Move perimeter landscaping to edge between development and critical areas/critical area buffers.

No perimeter landscaping due to ST Vegetation Clear Zone requirements.

No perimeter landscaping per FWRC 19.125.060 along Elleno's property line, where abutting critical areas/critical area buffers.

No perimeter landscaping per FWRC 19.125.060 for critical areas and critical area buffers.

## EXHIBIT R.1 - COMPREHENSIVE PLAN GOALS AND POLICIES

**LU P1.5** Land use decisions shall not exacerbate environmental health disparities.

**LU P2.3** Integrate and coordinate construction of public infrastructure with private development to minimize costs wherever possible.

**LU G4** Preserve and protect Federal Way's neighborhoods.

**LU P4.1** Maintain and protect the character of existing neighborhoods through strict enforcement of the City's land use regulations.

**LU P4.2** Support the continuation of a strong residential community.

**LU P4.3** Protect residential areas from impacts of adjacent non-residential uses.

**LU G6** Develop commercial areas characterized by a viable, vibrant, and attractive mix of commercial, retail, office, industrial, and supportive uses, and utilize locational and design criteria to ensure compatibility between uses.

**LU P6.1** Require commercial development to be compatible with and well-integrated into its surroundings through site and building design and development standards that reduce or eliminate land use conflicts and nuisance impacts; ensure project aesthetics; promote sharing of public facilities and services; and improve vehicular and pedestrian traffic flow and safety, including access control and off-street interconnectivity between adjoining properties where feasible.

**LU G7** Provide land use regulations that allow for the flexibility and creativity of good design and the incorporation of sound planning principles.

**LU P7.3** Use development standards and design guidelines to maintain neighborhood character and ensure compatibility with surrounding uses.

**LU G8** Coordinate with local and regional partners in land use planning.

**LU P8.1** Coordinate with adjacent jurisdictions, tribes, and affected agencies to ensure local land use decisions take into consideration potential impacts beyond the City's boundaries.

**T P1.2** Develop a transportation system that achieves the following level of service (LOS) metrics:

- Vehicles at signalized intersection will experience a 1.2 v/c ratio or lower
- Vehicles at unsignalized intersection will experience a 1.0 v/c ratio or lower
- Facility completeness as described in the following pedestrian, bicycling, and transit priority areas level of service tables

**T P1.7** Employ traffic calming measures in neighborhoods through context-sensitive design where traffic volumes and speeds consistently exceed reasonable levels and as set forth in the adopted Neighborhood Traffic Safety Program.

**T P1.12** Discourage the use of road facilities by vehicles carrying hazardous materials and those with weight, size, or other characteristics that would be injurious to people and property in the City.

**T P1.15** Continue to enhance the City's Layered Network by using the following methods:

- Require dedication of rights-of-way as a condition for development when the need for such rights-of-way is linked to the development or where shown on the Future Roadway Network;
- Request donations of rights-of-way to the public;
- Purchase rights-of-way in accordance with State laws and procedures; and
- Acquire development rights and easements from property owners.

**T P2.10** Include sufficient area in rights-of-way for bike lanes, sidewalks, and landscaped medians to provide separation from motorized traffic and enhanced aesthetics.

**T P3.5** Require developments to dedicate right-of-way as needed for development commensurate with the impacts of the development. At a minimum, setback limits shall be used to assure that buildings are not placed within the right-

of-way required for planned transportation facilities. Right-of-way dedication shall be commensurate with a development's impact to the existing and planned transportation system.

**T P5.2** Continue to cooperate with regional and local transit providers to develop facilities that make transit a more attractive option.

**T P5.8** Coordinate with local businesses and organizations, and historically underrepresented populations, to provide feedback on regional and local transportation issues and on transport needs and opportunities related to all modes of transportation.

**ED P1.1** Support existing employers and the addition of new targeted employers that contribute to the diversity of the City's employment base and support other industries in the City.

**ED G2** Help attract, expand, and retain businesses, jobs, and investments that provide employment, support the changing demographics of the City, and enhance income opportunities for Federal Way residents.

**ED G5** Ensure educational and training opportunities exist to align with future job growth.

**ED G9** Enhance the economic future of the community by encouraging the creation of new housing and jobs that provide a livable wage and reduce income disparity.

**ED P9.1** Diversify the economic base by encouraging living wage jobs while preserving and enhancing the strong retail base.

**CF P1.2** Support and encourage joint development and use of community facilities with other governmental or

**NE G1** Ensure development activities, infrastructure investments, and municipal operations maintain and enhance natural resources and habitats to the extent practicable and feasible.

**NE P1.3** Incorporate sensitive development and municipal operation practices such as planting suitable native trees and vegetation within degraded critical areas, altering development plans to minimize impacts, and including monitoring and maintenance to ensure success.

**NE P3.5** Protect the quality and quantity of groundwater supplies by supporting water use conservation programs and adopting regulations to minimize water pollution.

**NE P5.3** Limit private development and take public actions to protect water quality and to ensure adequate instream flow to protect fisheries, wildlife habitat, and recreation resources.

**NE P5.4** Retain native vegetation within riparian corridors. New planting of vegetation may be required where such revegetation will enhance the corridor's function. Consideration should be given to the removal of non-native invasive species.

**NE P5.7** Appropriate mitigation for impacts may be required for construction work within the buffer area associated with a stream or a lake. The City will continue to work in cooperation with the Department of Fish and Wildlife through the Hydraulic Project Approval permit process, as applicable, for development proposals that involve streams and lakes.

**NE G5** Protect, restore, and enhance the City's wetlands, lakes and streams, and other natural surface water features.

**NE P5.8** Public facilities and utilities may cross lakes or streams where no other feasible alternative exists. Impacts to the resources should be the minimum necessary to complete the project and compensatory mitigation should be required for unavoidable impacts.

**NE P5.9** Prioritize mitigation efforts located in the same basin as the impacted wetland.

**NE G6** Conserve and protect environmentally critical areas and their buffers from loss or degradation and seek opportunities for their protection and enhancement as natural and economic assets of the City.

**NE P6.1** Protect wetlands with an objective of no overall net-loss of functions or values.

**NE P6.2** Impacts to critical areas and their buffers should be avoided to the greatest extent reasonably practicable. All efforts should be made to use the following mitigation sequencing approach: avoid, minimize, rectify, reduce over time, compensate, and monitor.

**NE P6.4** Utilize the approved federal wetland delineation manual and applicable regional supplements for identification and delineation of wetlands.

**NE P6.6** Avoid the use of natural wetlands for use as public stormwater facilities whenever possible. If the use of a natural wetland is unavoidable, the functions/values of that wetland shall be replaced to the extent that they are lost.

**NE G7** Preserve, protect, and enhance fish and wildlife habitat.

**NE P7.2** Preserve and enhance native vegetation in riparian habitat whenever possible and support community and non-profit efforts to restore fish and wildlife conservation areas with native vegetation.

**U G3** Increase opportunities to create and utilize renewable and sustainable energy sources such as solar and wind power, to reduce the City's greenhouse gas emissions, and to improve the City's resiliency to hazards.

**ACHP G3** Increase the presence of art in the City.

**ACHP P3.1** Ensure highly visible local destinations incorporate art installments, amenities for performances, and elements of education and beautification.

**ACHP P3.3** Encourage public agencies to incorporate public art and design features on above-grade infrastructure.

**ACHP P3.4** Ensure panelists involved in public art selection and procurement processes are representative of the community's diversity and that Federal Way's heritage, history, and ethnic and cultural diversity are involved in public art projects.

**ACHP G6** Promote and authentic city with interesting and community-serving public spaces.

**ACHP P6.5** Promote the design of public buildings and public spaces that contribute to a unique sense of community and place.

**CS P1.2** Ensure community outreach and engagement opportunities are both tailored and broadly accessible with appropriately varied locations, times, modalities, and formats, including accommodations for persons with disabilities.

**CS P1.3** Ensure physical and digital accessibility and meaningful language access.

**CCR P2.1** Promote utilization and expansion of mobility options, other than automobiles, throughout the City.

**CCR P2.2** Improve walking and biking as viable mobility choices.

**CCR G3** Promote sustainable buildings and landscaping.

**CCR P3.1** Encourage low impact development and green building standards in alignment with state and regional policies for new and existing infrastructure.

**CCR G8** Preserve and enhance the City's natural resources, including urban forests and matures trees that capture and store carbon.

**CCR P8.1** Manage and protect the City's tree canopy as a City asset for the benefit of wildlife, current and future residents, employees, and visitors.

Attachment B:  
Partial Exemption Request Letter



May 16, 2025

Mr. Keith Niven, Director  
Community Development Department  
City of Federal Way  
33325 8th Avenue South  
Federal Way, WA 98003-6325

**SUBJECT:** Application for Environmentally Critical Areas Approval - Operation and Maintenance Facility (OMF) South – Temporary 18<sup>th</sup> Place S Extension

Dear Mr. Niven:

Sound Transit submits this permit application to request a partial exemption under the City's Environmentally Critical Areas (ECA) code FWRC 19.145.120 for construction of the Temporary 18<sup>th</sup> Place S Extension. The temporary road extension, an early work project, is part of the Operation and Maintenance Facility (OMF) South project in Federal Way and will become right-of-way to address traffic impacts resulting from the street vacation of 20<sup>th</sup> Avenue S. The OMF South preferred alternative includes the facility site at South 336<sup>th</sup> Street and 1.4 miles of light rail associated with Tacoma Dome Link Extension (TDLE) from the Federal Way Transit Center to the facility. This letter describes the Temporary 18<sup>th</sup> Place South Extension and addresses the critical areas partial exemption criteria within the Federal Way Revised Code (FWRC).

## **PROJECT DESCRIPTION**

Sound Transit proposes to extend the existing 18<sup>th</sup> Place S roadway north from S 340<sup>th</sup> St to S 336<sup>th</sup> St, which will establish a north-south connection when 20<sup>th</sup> Avenue S is vacated on the former Christian Faith property. The Temporary 18<sup>th</sup> Place S Extension will serve as a haul route during construction and must be in place prior to OMF site work. The Temporary 18<sup>th</sup> Place S Extension will build or rebuild approximately 0.34 mile of road to a new intersection at S 336<sup>th</sup> Street. Construction of the road extension is scheduled to begin in spring 2026 and be constructed by Sound Transit's progressive design build contractor. The 18<sup>th</sup> Place S Extension work is part of the OMF South preferred alternative and is covered under SEPA through the OMF South Final EIS published on June 7, 2024.

The road extension project is located on 11 parcels. The parcels affected are: 212104-9004, 212104-9069, 212104-9026, 212104-9068, 212104-9040, 212104-9042, 212104-9041, 390380-0110, 390380-0120, 390380-0090 and 390380-0100.

The proposed Temporary 18<sup>th</sup> Place S extension will not directly impact wetlands or streams. This early work will impact wetland/stream buffer only. Potential geologically hazardous areas have been identified and would also be affected.

## **CRITICAL AREA IMPACTS**

Sound Transit has made every attempt to avoid and minimize impacts to wetlands and streams during design and location of the Temporary 18<sup>th</sup> Place S Extension. Sound Transit refined the site layout and design of the proposed Temporary 18<sup>th</sup> Place Extension footprint so that it is moved entirely out of wetland and stream and only affects buffer. As a result, all temporary and

permanent impacts to wetland and streams from the proposed road have been avoided. The footprint of the road extension relies on a refined site design for the OMF South that includes a more condensed facility site. This refined site design of the OMF South is currently at the 30% design concept level and being reviewed by the US Army Corps of Engineers for federal permit review and approval.

The road extension will cause unavoidable impacts to forested buffer for a Category II wetland and the West Fork Hylebos Creek tributary. Sound Transit proposes a combination of both on-site buffer restoration and off-site buffer enhancement to mitigate for impacts. To restore temporary impacts, Sound Transit will plant and restore the remaining buffer areas with native trees and shrubs. For permanent impacts, off-site buffer enhancement will occur on city-owned open space properties to the south within the West Fork Hylebos Creek drainage. The off-site mitigation will include removal of invasive species and installation of native trees and shrubs within a 2.05-acre buffer along a documented salmonid-bearing stream and Category I wetland.

### **CRITICAL AREAS PARTIAL EXEMPTION**

Sound Transit facilities are essential public facilities under state law. As outlined in FWRC 19.145.120, the partial exemption for essential public facilities allows the placement of “an essential public facility, public utility or other public improvements” in a critical area if no practical alternative exists and that the intrusion into the critical area is the minimum necessary encroachment to meet the requirements of the public facility or utility. Sound Transit has made every effort to avoid and minimize impacts to critical areas and buffers without jeopardizing the operation and function of the OMF South facilities. The Temporary 18<sup>th</sup> Place S Extension design was moved eastward so as not to be located within wetlands or streams. The design cannot move any farther east (out of buffers) because just east of the current road design is the location of OMF South facility, which is being reviewed by the Army Corps of Engineers, as detailed in the attached illustration (Figure A).

Any further movement of Temporary 18<sup>th</sup> Place S to the east would push the OMF South facility design further into stream buffer on the East Fork Tributary 0016A and reduce Sound Transit’s ability to restore the riparian buffer over the long-term. Several culvert upgrades are planned on the East Fork Tributary by WSDOT and Sound Transit. State agencies, including Washington Dept. of Fish and Wildlife, are focused on restoring fish habitat and accessibility to the East Fork Tributary. Sound Transit has committed to restore riparian areas to support in-stream habitat.

### **MITIGATION SEQUENCING**

Through project design refinements, Sound Transit has met the criteria outlined in FWRC 19.145.130 for mitigation sequencing. The OMF South site design was rotated and refined which allowed for movement of the 18<sup>th</sup> Place S Extension outside of wetlands. The refined OMF South site design reduces permanent wetland impact from 4.3 acres, as outlined in the EIS, to 2.1 acres in the new site layout. As a result, no fill or grading in wetlands or streams will occur as part of this early work.

Impacts were also minimized during coordination meetings in 2024 with the city. Sound Transit changed the road alignment three times, moving the road to the east, and reducing road width to minimize impacts to the forested buffer while still meeting minimum required road standards.

## NEXT STEPS

Sound Transit is currently working on a Critical Areas Report for the OMF South facility and tracks and will be requesting a preliminary review and approval for critical area impacts and proposed mitigation package. Similar to the Federal Way Link Extension project, Sound Transit will request a preliminary approval letter for the OMF South project work so that City may consider the impacts for the project design, which is identical to the design submitted to state and federal permit agencies with the Joint Aquatic Resource Permit Application (JARPA) and currently in review.

Thank you for your consideration of this permit application. To maintain agency schedule for roadway extension and OMF South construction, Sound Transit requests review and approval of this permit application by the City within approximately 6 months or by December 1, 2025.

If you have any questions or need more information, please do not hesitate to contact me at [teresa.vanderburg@soundtransit.org](mailto:teresa.vanderburg@soundtransit.org) or (206) 553-3819. Thank you for your review.

Sincerely,

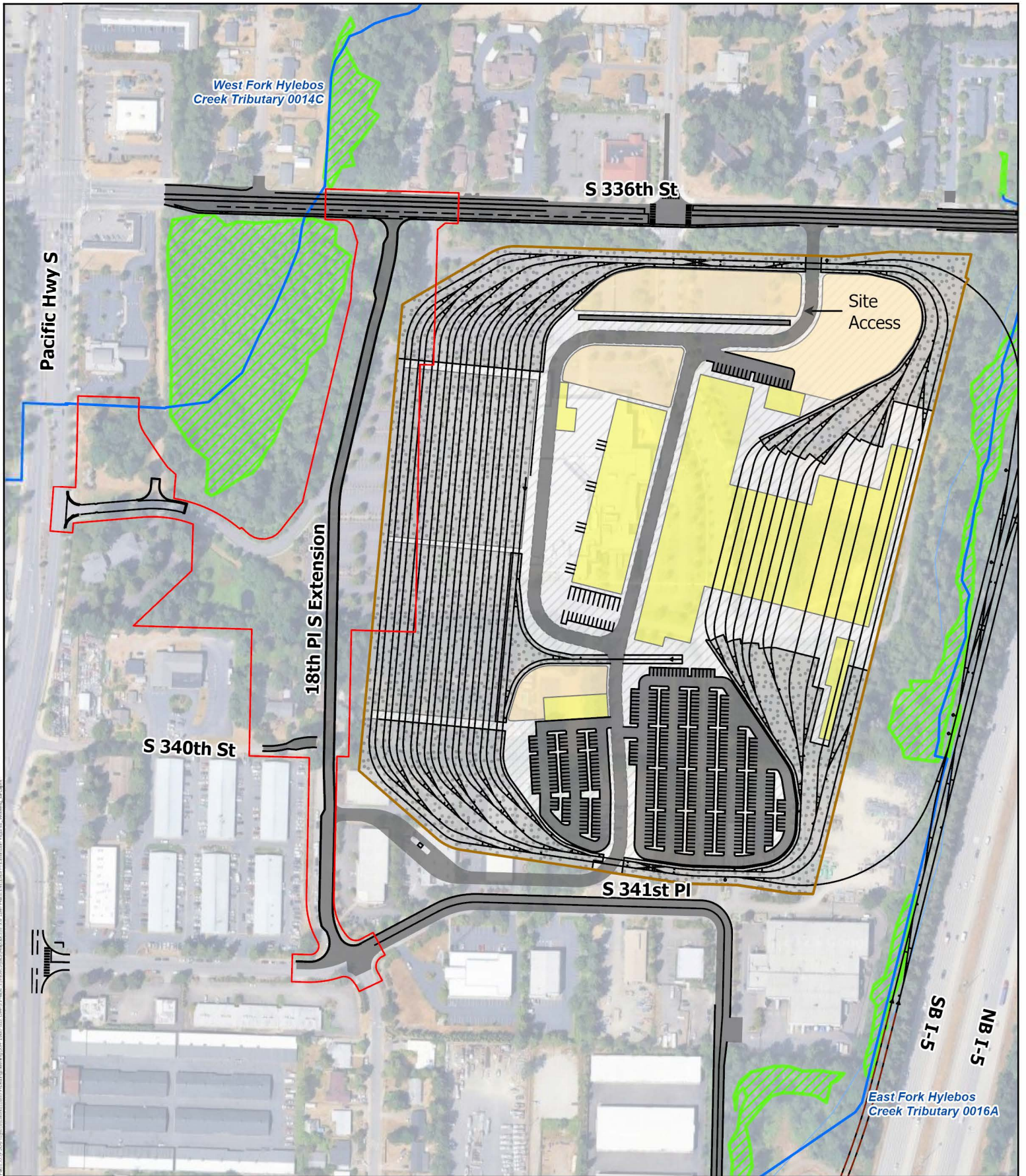
*Teresa H. Vanderburg*

Teresa H. Vanderburg  
Senior Environmental Permitting Specialist  
Sound Transit

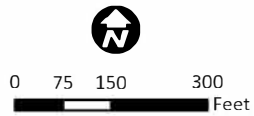
### Attachments:

- Figure A
- 18<sup>th</sup> Place S Extension Critical Areas Report – May 2025
- Wetland and Stream Technical Report for OMF South (background information)

Cc: Zachary Eskenazi, ST  
Jonathan Nichols, ST  
Becki Kniveton, ST



**ParametriX**



- OMF South Site Boundary
- OMF South Linework
- 18th Place S Project Footprint
- Wetland
- Stream
- Building
- Concrete
- Laydown
- Asphalt Paving
- Rail Ballast

**Figure A**  
OMF South Project Components  
OMF South

Federal Way, WA

Attachment C:  
Noise and Vibration Analysis  
Technical Memo





## TECHNICAL MEMORANDUM

**To:** Mark Mazzola, Parametrix

**From:** Lance Meister and Joelle Suits, Cross-Spectrum Acoustics, Inc.

**Date:** November 6, 2024

**Project Reference:** J2019-1351 – Tacoma Dome OMFS Phase 3 Test Track Relocation Noise and Vibration

This technical memorandum provides a summary of the noise and vibration impact assessment of the relocated mainline and test track for the Preferred OMF South with and without the Tacoma Dome Link Extension (TDLE) project. The alignment, with the test track on the west side of the mainline track alignment, would result in one moderate noise impact without the TDLE project and 20 moderate noise impacts with the TDLE project. There would be no vibration impacts with or without the TDLE project.

### 1. IMPACT ASSESSMENT

#### 1.1. NOISE

For the Preferred mainline track design option and the test track with the relocated test track on the west side of the mainline, comparisons of the existing and future noise levels are presented in Table 1 for the mainline track and Table 2 for the mainline track with the TDLE project. Table 1 and Table 2 include the results for FTA Category 2 (residential) receptors with both daytime and nighttime sensitivity to noise for the lead track alignment with and without TDLE, respectively. There are no FTA Category 1 (high sensitivity) or Category 3 (industrial) land uses near the mainline track design option.

In addition to the distances to the nearest track (mainline or test), Table 1 and Table 2 include the existing noise levels, the projected noise levels from LRV operations, and the FTA noise impact criteria. Based on a comparison of the predicted project noise levels with the impact criteria, the table also includes an inventory of the moderate and severe noise impacts.

There would be one FTA moderate noise impact for the Mainline and Test Track Alignment. The noise impact is at a single-family residence and is due to the proximity to the proposed tracks. With the inclusion of the TDLE project, there would be moderate noise impacts at 20 residences, including both single- and multi-family buildings. The impacts with the TDLE project are due to the increased operations with TDLE service, the proximity to the tracks and the location of crossovers. The noise impact locations for with and without TDLE service are shown in Figure 1 and Figure 2, respectively. The projected noise impacts are described below.

**Table 1. Summary of FTA Category 2 Noise Impacts for the Mainline Track**

Location	Nearest Track	Distance to Nearest Proposed Track (feet)	Existing Noise Level (Ldn, dBA)	Project Noise Level (Ldn, dBA)	Moderate Noise Criteria	Severe Noise Criteria	# of Moderate Impacts	# of Severe Impacts
S 324th Street to Burning Tree Boulevard	SB <sup>1</sup>	77	65	61	61	66	1	0
Burning Tree Boulevard to S 330th Street	Test <sup>1</sup>	83	70	58	64	69	0	0
S 330th Street to S 333rd Street	Test	52	70	62	64	69	0	0
S 333rd Street to S 336th Street	Test	169	70	63	64	69	0	0
<b>Total:</b>							1	0

Note:

- 1 SB = southbound.  
Test = test track.

**S 324th Street to Burning Tree Boulevard (SB):** One single-family residence between S 324th Street and Burning Tree Boulevard on the southbound side of the mainline track projected to have a moderate noise impact. This impact is due to the proximity of the tracks.

**Table 2. Summary of FTA Category 2 Noise Impacts for the Mainline Track with TDLE Service**

Location	Nearest Track	Distance to Nearest Proposed Track (feet)	Existing Noise Level (Ldn, dBA)	Project Noise Level (Ldn, dBA)	Moderate Noise Criteria	Severe Noise Criteria	# of Moderate Impacts	# of Severe Impacts
S 324th Street to Burning Tree Boulevard	Test <sup>1</sup>	50	70	67	64	69	9	0
Burning Tree Boulevard to S 330th Street	Test	83	70	61	64	69	0	0
S 330th Street to S 333rd Street	Test	52	70	64	64	69	1	0
S 333rd Street to S 336th Street	Test	169	70	68	64	69	10	0
<b>Total:</b>							20	0

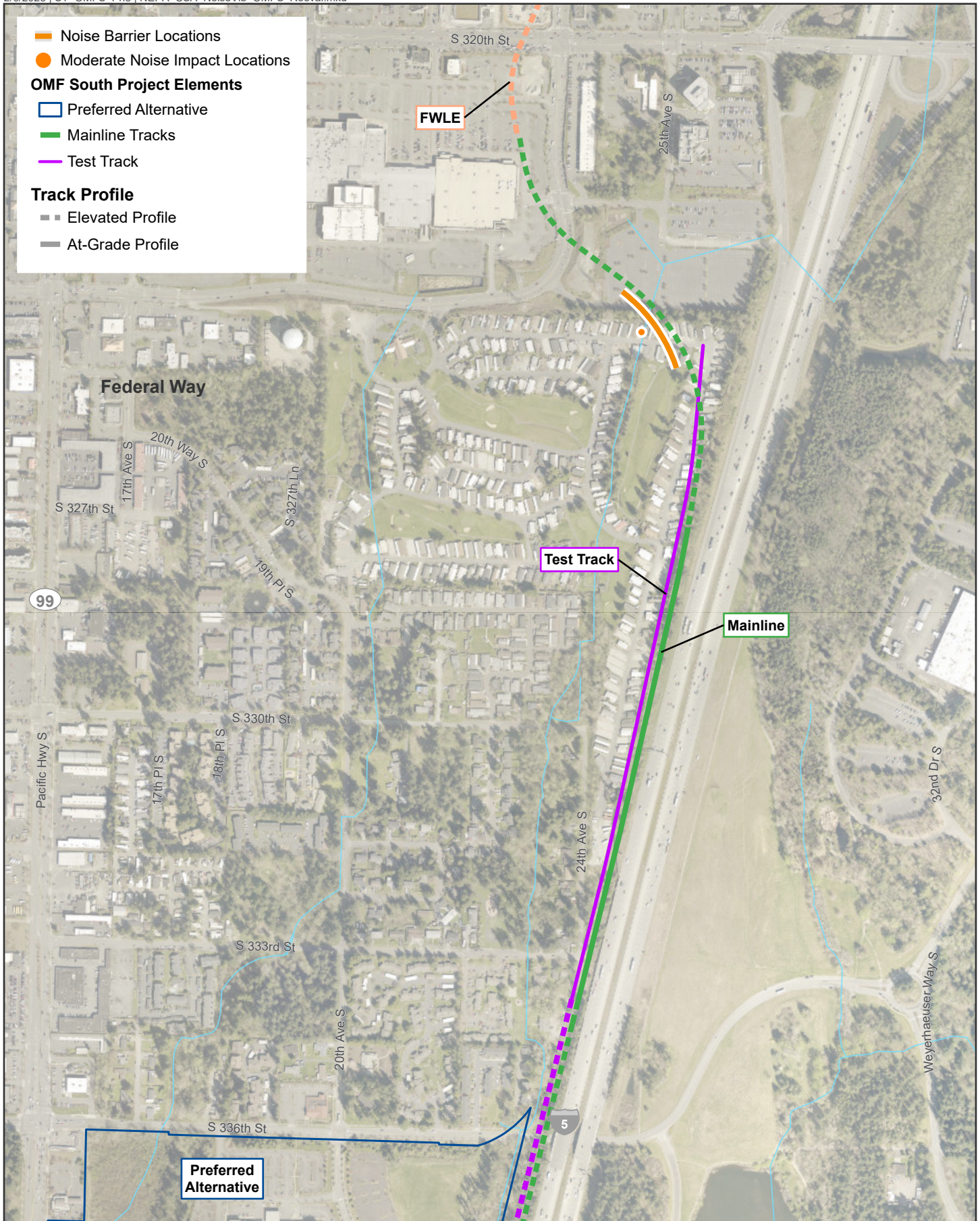
Note:

- 1 Test = test track.

**S 324th Street to Burning Tree Boulevard (SB):** Nine single-family residences between S 324th Street and Burning Tree Boulevard on the southbound side of the mainline track projected to have moderate noise impacts. These impacts are due to the proximity of the tracks.

**S 330th Street to S 333rd Street (SB):** One single-family residence between S 330th Street and S 333rd Street on the southbound side of the mainline track projected to have a moderate noise impact. This noise impact is due to the proximity of the tracks.

**S 333rd Street to S 336th Street (SB):** Two multi-family buildings representing 10 residences between S 333rd Street and S 336th Street on the southbound side of the mainline track projected to have moderate noise impacts. These impacts are due to the proximity of the tracks and nearby crossovers.

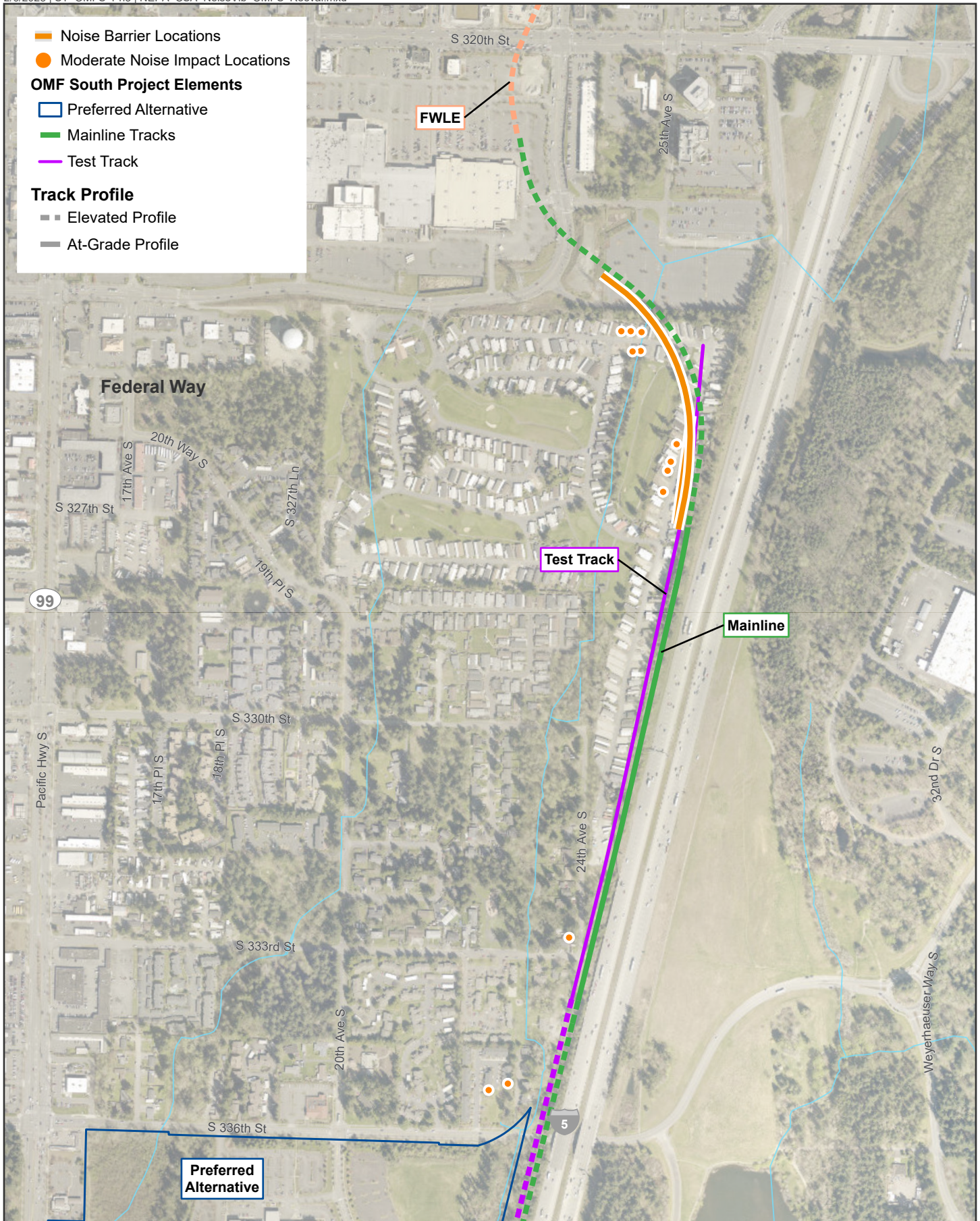


Data Sources: King County; Cities of Des Moines, Federal Way, Kent (2019).



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**FIGURE 1**  
 FTA Noise Impact and Mitigation Locations  
 OMF South Only  
 OMF South



Data Sources: King County; Cities of Des Moines, Federal Way, Kent (2019).



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**FIGURE 2**  
 FTA Noise Impact and Mitigation Locations  
 OMF South with TDLE  
 OMF South

## 1.2. VIBRATION

This section describes the vibration impacts for the LRV operations on the mainline track design with the relocated test track with and without the TDLE project. Tables Table 3 and Table 4 include the results for FTA Category 2 (residential) receptors with both daytime and nighttime sensitivity to vibration for the mainline track with and without TDLE service, respectively. There are no FTA Category 1 (high sensitivity) or Category 3 (industrial) land uses near the mainline track design options.

The results include a tabulation of location information for each sensitive receptor group, the projections of future vibration levels, the impact criteria, and whether there will be vibration impacts. The tables also show the total number of vibration impacts for each location. There are no vibration impacts projected for the relocated test track, with or without the TDLE project.

**Table 3. Summary of FTA Category 2 Vibration Impacts for the Mainline Track**

Location	Nearest Track	Distance to Nearest Proposed Track (feet)	Project Vibration Level (VdB)	FTA Criterion (VdB)	# of Impacts
S 324th Street to Burning Tree Boulevard	Test <sup>1</sup>	43	66	72	0
Burning Tree Boulevard to S 330th Street	Test	77	57	72	0
S 330th Street to S 333rd Street	Test	45	65	72	0
S 333rd Street to S 336th Street	Test	162	57	72	0
<b>Total:</b>					0

Note:

- 1 Test = test track.

**Table 4. Summary of FTA Category 2 Vibration Impacts for the Mainline Track with TDLE Service**

Location	Nearest Track	Distance to Nearest Proposed Track (feet)	Project Vibration Level (VdB)	FTA Criterion (VdB)	# of Impacts
S 324th Street to Burning Tree Boulevard	Test <sup>1</sup>	43	66	72	0
Burning Tree Boulevard to S 330th Street	Test	77	57	72	0
S 330th Street to S 333rd Street	Test	45	65	72	0
S 333rd Street to S 336th Street	Test	162	57	72	0
<b>Total:</b>					0

Note:

- 1 Test = test track.

## 2. MITIGATION

### 2.1. OPERATIONAL NOISE

The Sound Transit Link Light Rail Noise and Vibration Policy (Sound Transit 2023b) sets source mitigation as the preferred method of mitigation, followed by path mitigation, such as noise barriers, and then receiver mitigation last, which would include sound insulation of properties. There are several methods of noise mitigation available, including:

- **Noise Barriers:** Installation of noise barriers beside the tracks is commonly used to reduce noise from surface transportation sources. Depending on the height and location relative to the tracks, noise barriers can achieve between 5 and 15 dB of noise reduction. The primary requirements for an effective noise barrier are that (1) the barrier must be high enough and long enough to break the line of sight between the sound source and the receiver, (2) the barrier must be of an impervious material with a minimum surface density of 4 pounds per square foot, and (3) the barrier must not have any gaps or holes between the panels or at the bottom. Because many materials meet these requirements, the selection of materials for noise barriers is usually dictated by aesthetics, durability, cost, and maintenance considerations. Noise barriers for transit projects typically range from 8 to 12 feet in height along at-grade track and can be as low as 4 feet in height on elevated structures.
- **Building Sound Insulation:** Although typically used as a last resort, sound insulation may be necessary when noise barriers are not feasible or desirable and for buildings where indoor sensitivity is of most concern. Substantial improvements in building sound insulation (on the order of 5 to 10 dBA) can often be achieved by adding an extra layer of glazing to the windows, by sealing holes in exterior surfaces that act as sound leaks, and by providing forced ventilation and air-conditioning so that windows do not need to be opened.
- **Special Trackwork:** Gaps in the rails at crossovers and turnouts generate around 6 dB of increased noise for locations close to the track. If crossovers are located in sensitive areas and cannot be moved, one approach is to use special trackwork, such as spring-rail, moveable point, or flange bearing frogs to eliminate the gap in the rail at the crossover.

For the building between S 330th Street and S 333rd Street, the most effective mitigation measure would be building sound insulation. For the two multi-family buildings between S 333rd Street and S 336th Street, the most effective mitigation would be either shifting the crossovers approximately 200 feet to the south or using spring-rail frogs. For all other locations, the most effective type of mitigation would be noise barriers.

The approximate locations and lengths of the noise barriers are shown in

Table 5 and shown in Figures 1 and 2 for the mainline OMF project with and without the TDLE project, respectively. The final height and length of the barriers would be determined based on additional analysis of potential noise impacts during final design. However, typical noise barriers are 4 feet in height on elevated structures and 8 to 12 feet for at-grade track.

**Table 5. Summary of Potential Noise Barrier Locations**

<b>Project Alternative/Track</b>	<b>Side of Track</b>	<b>Approximate Civil Stations</b>	<b>Noise Barrier Height (feet)</b>	<b>Noise Barrier Length (feet)</b>
OMF Only/ Mainline Track	SB on elevated structure	1511+00 to 1515+50	4	450
OMF with TDLE Project/ Mainline Track	SB on elevated structure	1510+00 to 1523+50	4	1350
OMF with TDLE Project/ Test Track	SB at-grade next to test track	1518+50 to 1523+50	8	500