



MEMORANDUM

To: Transportation and Public Works Committee
Through: William Appleton, Public Works Director
From: Anita Woodmass, City Manager's Office
Date: 12/20/18
Subject: Sound Transit Maintenance, Operations and Communications

Purpose:

To provide a working session for the Committee and Sound Transit to discuss Sound Transit's maintenance of its facilities and communications with the public and City.

Action Requested:

Committee Action Requested: Recommend forwarding the draft Transit Way Agreement to the RCM January 8, 2019 meeting for action with 'approval' of the proposed language for Section 6.4 'Ongoing Operation/Maintenance Communication'.

Proposed Discussion Agenda:

Staff apologizes for not including draft language for review, however, at the time of preparing this packet, the materials and language were still being prepared/reviewed by legal and staff and will be provided as soon as it is available or at the meeting.

1. Committee to share with Sound Transit their concerns and questions regarding maintenance, communications and operations. (Sound Transit will be on hand to answer any questions and relay information regarding past maintenance issues)
2. Share the draft letter of agreement between Sound Transit and the City regarding maintenance (see background).
3. Share the draft TWA language per **Section 6.4** pertaining to 'Ongoing Operation/Maintenance Communication'.
4. Address the public hearing comments made at the December 11, 2018 public hearing.

Background:

At a briefing of the Council at its RCM December 11, 2018 meeting, the Council recommended moving the following to the January 8, 2019 meeting for Action:

Agenda Bill #4943; A Resolution authorizing the City Manager to execute a Development Agreement between the City and Sound Transit for the Federal Way Link Extension Project.

Agenda Bill #5111; A Resolution authorizing the City Manager to enter into a Transit Way Agreement with Sound Transit.

Council also requested the following:

1. Discuss Sound Transit operations at the Dec 20, 2018 T&PW meeting. Specifically:
 - a. **Review the draft letter of agreement** between Sound Transit and the City regarding maintenance of Sound Transit facilities, a point of contact for communication, what 'promptness' means, community communication and schedules for repairs to be provided to the City.
 - b. **Review of Section 6.4 language** pertaining to 'Ongoing Operation/Maintenance Communication'.

NOTE: This draft agreement will go through a legal review prior to signature and some edits may occur.

Mr. Joe Scorcio, AICP
SeaTac City Manager
4800 South 188th Street
SeaTac, WA 98188

Dear Mr. Scorcio:

Sound Transit has worked for many years with the City of SeaTac to plan, build and operate Link light rail within the city to serve SeaTac residents and visitors. I appreciate the partnership our agencies have formed over the years. Most recently, thanks are due to you, your staff, and your City Council for working collaboratively with the Sound Transit project team to develop the Federal Way Link Extension, which will begin construction in 2020.

Successfully operating the light rail system is equally as important as delivering voter-approved regional transit expansion plans on time and within budget. I appreciate the City's insights on how Sound Transit may improve our operations and communications after construction. To that end, Sound Transit staff will take the following actions to improve our ongoing coordination with the City of SeaTac and Link light rail operations and maintenance.

- **Prompt Operations & Maintenance Activities:** Sound Transit staff will respond promptly to notifications from the City when facilities require maintenance or repair. Upon notification from the City, ST staff (or contractors) will assess the situation and will make repairs or take other actions to restore function or cleanliness of facilities as soon as is practicable. Sound Transit will establish a timeline for repairs and will communicate the anticipated timeline to City staff for long-term repairs that are needed. For long-term repairs required, Sound Transit will post on-site notification informing customers of the out-of-service equipment and its anticipated timeline for repair. Please know that we already have established, and will continue as a matter of course, a system to send communications to customers signed up to receive alerts of all repairs that affect the availability of ADA services.
- **SeaTac Link Operations & Maintenance Point of Contact:** I appreciate your request for a single point of contact at Sound Transit for operational issues, concerns and questions. Jefferson Rose, Community Outreach Specialist will be that point of contact for the City and community. Jefferson can be reached by email at Jefferson.rose@soundtransit.org, or by phone at 206-370-5568. As appropriate, Jefferson will provide updates on relevant maintenance activities and respond to questions about existing system operations. Please identify the appropriate counterpart on City staff with whom Jefferson should correspond.
- **Ongoing Customer Communications:** For general community questions or concerns, Sound Transit Customer Service is available by telephone at 1-888-889-6368 as a means for the public to communicate any observed or other concerns about transit operations and maintenance and for current information on system status. Sound Transit Security is available at all hours at 206-398-5268 for concerns about system security.

I appreciate the suggestions you have made toward improved communications and coordination with Sound Transit on issues of operations and maintenance of Sound Transit infrastructure in the City of SeaTac. I trust the measures I outlined above will address these concerns and, as always, look forward to a continued partnership with the City of SeaTac. As permanent partners, we are committed to the City and the entire SeaTac community.

Sincerely,

DRAFT

Response to Public Hearing Comments

The following questions (highlighted in blue shading) were submitted by Vicki Lockwood on December 7, 2018. A staff response is provided below each question.

Agenda Bill 5111 – Transit Way Agreement for the 'Federal Way Link Extension Project'

Question One

I did not see that Sound Transit has any responsibility to pay annual fees for costs incurred by our City to provide the availability of Ladder Trucks that may be required for emergency evacuation of ST's cars should a situation occur on the elevated portions of their track within our City. There is a cost associated for us to have such trucks available as well as costs of regular routine training and mock scenario staging, etc. for such unique evacuations.

If we are being compensated for this expense over the life span of these elevated tracks, how much are we being paid, when are these payments due, and how will these payments (if any) compare to our actual expenses incurred? Are there cost adjustment clauses should our actual expenses exceed current estimates (including increased regulations, training requirements, associated accessory equipment etc. etc. etc.).

If we are not being compensated for these expenses, why not? I understand that these expenses are typically recovered by a municipality from a commercial for-profit business's various reoccurring tax payments, but in the case of Sound Transit we receive no such tax money. If Sound Transit is not paying for their added expense to our City, then those of us who do pay property taxes will be paying some of ST's additional operating expenses for them year after year after year. Vehicle owners living within ST's taxing jurisdiction are already paying a large portion of ST's expenses annually when we renew our vehicle license tabs. The taxpayers to our City should not be responsible for additional taxes to subsidize ST simply because the light rail route is through our City. (Residents of neighboring cities with no light rail presence will not shoulder similar expenses)

In 2012, as part of the Development Agreement with Sound Transit for the Angle Lake Station, Sound Transit reimbursed the City \$600,000 to provide for "the upgrade of a fire truck to a ladder truck which would allow the fire department to reach the elevated guideway in the event of an emergency". This ladder truck not only satisfies Sound Transit' and SeaTac's approved emergency plans but allows the City to utilize the ladder truck in the event of other high rise emergencies and day to day operations. The \$600,000 cost included an allocation for replacement of the apparatus. This ensures the Cities fire department can adequately respond to emergencies.

Additionally, it is the Cities of SeaTac, Tukwila, Burien, Seattle and Federal Way that will provide primary emergency response along the guideway. Costs associated with these responses are incurred by each fire department, just as with any situation that involves an outside person or company that requires assistance (hotel visitors, car accidents, responding to other jurisdiction emergencies, mass disasters etc.).

Question Two

They are providing some plantings and then deeding the plants to us. They are also providing permanent irrigation lines for these plants.

The cost of landscaping maintenance far exceeds the cost of initial purchase and installation of such plants. They should be responsible for the subsequent survival or replacement of such plantings, including the reoccurring cost of irrigation water for such plants.

Sound Transit, at the request of the City, is providing permanent irrigation and will become the property of the City. The landscaping is planted within the City's rights-of way and accordingly is the responsibility of the City given it is contained on City property. The City does not assume responsibility of the plantings until after a three-year establishment period and successful inspection.

Agenda Bill 4943 - Development Agreement for the 'Federal Way Link Extension Project'

GA 0267-17

Question Three

Page 10, Paragraph 8.10 Nuisance Parking. Sound Transit will work with the City to limit the potential for any 'hide and ride' parking activity related to the design of Project facilities.

This section seems purposefully vague and meaningless. What responsibility and expense will they incur? Since all resulting issues will have been precipitated by the existence of ST, why are they not being held responsible for detection, enforcement and mitigation costs?

As there is only guideway and no station within this extension, this clause provides a 'placeholder' for the City to review plans with a view of not approving construction that can inadvertently create space for nuisance parking. As this is a design build process, the design under the guideway is not yet known and this provides the City discretion in reviewing and approving plans.

Question Four

Page 18, Paragraph 16.1 Commercial and Self-Insurance. ...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 Sound Transit claims that may arise as a result of the construction, operation, or maintenance of the Project....

Why would we limit their liability to 6 years? Liability should follow them and only them to perpetuity.

The terms of the Transit Way Agreement are in affect as long as light rail is located within City limits. This clause states that, in the event, that light rail infrastructure is no longer located within the City, Sound Transit shall maintain coverage for six years after this date.

Question Five

Page 5, Paragraph 7. Invoicing

Do we have adequate procedures in place now to insure that we properly track and document ALL of our expenses and can meet the documentation and monthly billing requirements? Who is responsible for this task and what backup is in place should the primary person be unable to perform their duties?

The City now has an established and fully functioning time tracking tool that is utilized by City staff for billings (not just Sound Transit billings). This will be the responsibility of the Sound Transit Project Manager and administrative assistant and both of which will be fully funded/reimbursed by Sound Transit.

Question Six

In addition, in the portion of the agreement for track access that deals with permitting requests to ST and permits granted by ST, wouldn't it be prudent to include our City as a party of notice as well? What if we are planning work on a street where the light rail is located and the timing of our work would conflict with or be adversely affected by a requested ST permit, shouldn't we at least be informed in the planning stages of such requests, and shouldn't we at least have some input prior to ST granting of such said permits? Ditto for routine maintenance that ST or its contractors perform within our jurisdiction.

Any work that impacts the City right-of-way (ROW) will require Sound Transit to apply for a ROW Use Permit. Any work that impacts the City in any way, will most likely require a permit and would satisfy the notification requirements.

Proposed Draft Language that addressees Operations and Maintenance

Transit Way Agreement

Text

6.3 Level of Operation/Maintenance. All light rail transit facilities shall be operated and maintained in such a manner as to minimize disruption to other users of the Public Rights-of-Way. All facilities shall be maintained in a state of good repair as defined by FTA in 49 CFR 625. Sound Transit will promptly repair and maintain the operational functionality of all Light Rail Transit Facilities in the City.

6.4 Ongoing Operation/Maintenance Communication. Sound Transit shall provide a single point of contact for the purposes of:

- Serving as a consistent source of communications and point of contact for the City and community in facilitating questions and comments concerning Light Rail Transit System operations.
- Providing information to the City and on-site customers regarding the status of and anticipated timeline for Light Rail System maintenance and repairs that may be required.

Definitions

1.8 Light Rail Transit Facility. "Light Rail Transit Facility" means a structure, rail track, equipment, maintenance base, or other improvement of a Light Rail Transit System, including but not limited to ventilation structures, traction power substations, signal bungalows, Light Rail Transit Stations and apertenances there to, related passenger amenities, bus layover and inter-modal passenger transfer facilities, and station access facilities.

1.9 Light Rail Transit Station. "Light Rail Transit Station" means a Light Rail Transit Facility whether at grade, above grade or below grade that provides pedestrian access to Light Rail Transit System vehicles and facilitates transfer from light rail to other modes of transportation. A Light Rail Transit Station may include mechanical devices such as elevators and escalators to move passengers and may also include such passenger amenities as informational signage, seating, weather protection, fountains, or artwork.