Funding Application

**Competition**
- Regional FHWA

**Application Type**
- Corridors Serving Centers

**Status**
- submitted

**Submitted:**
- April 6th, 2020 12:47 PM

**Prepopulated with screening form?**
- Yes

### Project Information

1. **Project Title**
   - SeaTac Access (SR 509 Completion Stage 1b)

2. **Regional Transportation Plan ID**
   - 1613

3. **Sponsoring Agency**
   - WSDOT Office of Urban Corridors

4. **Cosponsors**
   - SeaTac, Des Moines, Kent, King County

5. **Does the sponsoring agency have "Certification Acceptance" status from WSDOT?**
   - Yes

6. **If not, which agency will serve as your CA sponsor?**
   - N/A

### Contact Information

1. **Contact name**
   - Craig Stone

2. **Contact phone**
   - 206-770-3600

3. **Contact email**
   - stonec@wsdot.wa.gov

### Project Description

1. **Project Scope**
   - The SeaTac Access Project (Project) connects Interstate 5 to the SeaTac Regional Growth Center and Angle Lake Light Rail station with a four-lane limited access highway. This safe and efficient highway is part of the SR 509 Completion Project envisioned in Regional Transportation Plan project 1613. As part of the SR 509 Completion Project's Stage 1b, it constructs south-oriented on and off ramps from I-5 that connect to south-oriented on and off ramps at 24th Avenue South. Stage 1a of the SR 509 Completion Project is the SR 99 Bridge over SR 509 and is already under construction through a joint project with Sound Transit. The project has independent utility from Stage 2 of the SR 509 Completion Project as it connects the recently completed 24th Avenue South corridor and growth centers to I-5. The project scope includes significant sidewalk improvements in SeaTac’s Madrona neighborhood. The bicycle and pedestrian improvements on the new S. 216th I-5 crossing provide a needed additional pedestrian and bicycle crossing over I-5. The project includes storm water treatment facilities, including LID facilities along S. 34th Ave S. and other highway appurtenances.
2. **Project Justification, Need, or Purpose**

The SeaTac Access project improves regional connectivity to the SeaTac Regional Growth Center and Angle Lake Light Rail Station. This allows orderly urban growth while reducing traffic on neighborhood streets. SeaTac is experiencing increased urban growth and travel demands. While the current SeaTac Regional Growth Center and Angle Lake Station Area Plan allow for better land use for housing supply and development, the area needs this improved access to realize that planned potential. The south half of the RGC is underdeveloped, but well positioned for airport related commercial development and increased housing density. Traffic access and nonmotorized access are constrained by limited arterial connectivity and gaps in sidewalk connectivity. Bicycle infrastructure is minimal. Transit access greatly improved in recent years with opening of the Angle Lake Link Light Rail Station, yet the station lacks efficient vehicle and multimodal access. Improved freight connectivity to the regional transportation system positions the remaining RGC development and the Angle Lake Station Area plan for development, which implements the SeaTac Comprehensive Plan. The City of SeaTac has noted the SR 509 Completion Project as part of the Transportation Element of the Comprehensive Plan. Policies 4.2C and 4.2F state that the City will support and work with WSDOT, the Port of Seattle, and other partners on funding and constructing Phase 1 of the SR 509 project by 2025 and Phase 2 by 2040. The SR 509 Completion Project is also listed in the Transportation Master Plan under MP-043, as a project managed by WSDOT. Both SR-509 Completion and the Lake to Sound Trail are key elements of the transportation system to support implementation of the Angle Lake District Station Area Plan. The Connecting Washington budget provided full funding for the WSDOT share of the Puget Sound Gateway Program, but the legislature prioritized funding based on a commitment by local agencies to raise $130 million toward the Gateway Program (SR 509 and SR 167 Corridors). The agencies with the greatest project benefit have committed their own funds for grant match and need to raise additional funding from grants. All match and grant funding received offsets local participation target without reducing Connecting Washington funding. Eighteen local agency partners have committed more than $76 million toward match and grants of more than $18 million have been secured.

**Project Location**

1. **Project Location**
   SR 509, I-5 to 24th Avenue S

2. **Please identify the county(ies) in which the project is located. (Select all that apply.)**
   King

3. **Crossroad/landmark nearest the beginning of the project**
   Interstate 5 MP 150

4. **Crossroad/landmark nearest the end of the project**
   24th Avenue S

5. **Map and project graphics**
   2020-03-03_509_SeaTacAccess_folio.pdf

**Plan Consistency**

1. **Is the project specifically identified in a local comprehensive plan?**
   Yes

2. **If yes, please indicate the (1) plan name, (2) relevant section(s), and (3) page number where it can be found.**
   The project has high affinity to local plans including the SeaTac Comprehensive Plan and directly implements multiple policies of the Angle Lake District Station Area Plan.
   - SeaTac Comprehensive Plan
     - Policy 4.4 (Page T-19). Work to complete Lake to Sound Trail.
   - Angle Lake District Station Area Plan
     - CON-22 (Page 45). Construct Lake to Sound Trail.

3. **If no, please describe how the project is consistent with the applicable local comprehensive plan, including specific local policies and provisions the project supports. In addition, please describe how the project is consistent with a transit agency plan or state plan, if applicable.**
   N/A
Federal Functional Classification

1. **Functional class name**
   12 Urban Principal Arterial - Expressway

Support for Centers

1. **Describe the relationship of the project to the center(s) it is intended to support.**
   **Identify the designated regional growth or manufacturing/industrial center(s) and whether or not the project is located within the center or along a corridor connecting to the center(s).**

   The project is located along a corridor between the SeaTac Regional Growth Center and I-5. It directly connects the SeaTac Regional Growth Center (SGC) to I-5 and the regional highway system, providing regional connectivity into the RGC and supporting orderly growth to fulfill the Angle Lake District Station Area Plan.

Criteria: Benefit to Regional Growth or Manufacturing/Industrial Center

1. **Describe how this project will benefit or support the housing and employment development in a regional growth center(s) and/or employment growth in a manufacturing/industrial center(s). Does it support multiple centers? Please provide a citation of the relevant policies and/or specific project references in a subarea plan or in the comprehensive plan.**

   The SeaTac Access Project improves freight, vehicle, transit and other multimodal access to both the residential and employment growth areas of the SeaTac Regional Growth Center (RGC). By improving accessibility to Sea-Tac International Airport to support growth and mitigating traffic volume and congestion along International Avenue (SR 99). The Project promotes desired infill and redevelopment. Sea-Tac Airport has experienced significant growth. About 46.9 million air passengers passed through the airport in 2017, a 2.6 percent increase from the previous year. Projections suggest that by 2027, 56 million passengers will pass through annually, and 66 million passengers will pass through by 2035. This air passenger growth will require significant increases in the capacity of transportation networks servicing the Airport, from both north and south of the Airport. Activity at the Airport is strongly linked with businesses in the SeaTac RGC. According to the 2013 PSRC Regional Centers Monitoring Report, about 12,886 employees work in the RGC. Most of these employees are associated with the Airport. Longitudinal Employer-Household Dynamics data from the US Census for 2015 indicates that almost 56 percent of the employment in the RGC is associated with Transportation and Warehousing, with an additional 21 percent in Accommodation and Food Services. Future growth will provide more employment in these industries. However, the City of SeaTac is also interested in providing a more balanced, sustainable approach for long-term growth. The current design of International Boulevard and the large city block grid in downtown SeaTac supports a more auto-oriented urban structure resulting in inefficient surface parking lots and low-intensity land uses for a major center. The Angle Lake Light Rail Station and the SeaTac Access Project reduce trips along SR 99 and other local streets. These travel alternatives provide the opportunity for denser residential development and commercial infill projects that are walkable and oriented towards transit. This is a core principle of the SeaTac City Center Plan, and considers that well-planned high-intensity commercial uses (office/retail) on International Boulevard and high-amenity mixed-use and residential projects in other areas of the Center will benefit from transit links and reduced traffic congestion due to freight and travelers choosing SR 509 to move to and from the airport. (Goal 1 of the City of SeaTac City Center Plan, and its associated policies.)

2. **Describe how the project provides or benefits a range of travel modes to users traveling to/from centers, or if it provides a missing mode.**

   The SeaTac Access Project streamlines freight onto the new SR 509 facility, creating more direct routes for trucks to reach Sea-Tac Airport and freeing up capacity on local surface streets for other modes. The SeaTac Access Project constructs nonmotorized facilities at key locations near the RGC. These improvements include widening the existing narrow S. 216th Street I-5 overcrossing to provide bike lanes and sidewalks over I-5, providing a needed connection between the RGC and residential areas. The Project builds sidewalks along local street near the RGC. Sidewalks and a shared use trail were already constructed with WSDOT project funds on 24th Avenue S. where SR 509 connects. The project greatly improves station area access to Angle Lake Light Rail Station for commuters. Current access to the station follows S. 200th Street through a residentially developed area where growing traffic has long been a concern. Traffic volumes drop on S. 188th Street and S. 200th Street as a result of the Project. The future extension of Link Light Rail parallels the project right of way and construction coordination between WSDOT and Sound Transit is ongoing. Right of Way acquisition is coordinated to expedite both projects. The Project also includes the construction of the Lake to Sound Trail from Burien to Des Moines, implemented through a partnership with King County Parks using
3. **Describe how the project will benefit a variety of user groups, including commuters, residents, and/or commercial users.**

The SeaTac Access Project benefits the local community, pedestrians, bicyclists, transit users and freight haulers. The Project benefits the SeaTac community by supporting planned RGA and the Airport. Growth in the SeaTac Regional Growth Center and Angle Lake Station Area places significant burden on S. 200th Street to provide access to I-5. The project reassigns commercial and commuter traffic producing a 22 percent reduction in traffic volume on S. 200th Street compared to no build. This allows the Regional Center to grow while reducing traffic impacts on the local neighborhood, resulting in significant social justice benefits as discussed in question 4 below. The residents surrounding S. 200th Street have expressed concern about traffic growth and pedestrian safety for decades. Access to Link Light Rail to and from the south is a recent and growing need. The Station represents a primary point of transit accessibility to the local area and South King County/Pierce County region. As the Link Light Rail is extended south, development of the Station Area will fill in, increasing the demand for transit access to serve the growing center. Development of the Des Moines Industrial Park and opening of the regional FAA headquarters simultaneously increased truck and commuter traffic with associated neighborhood impacts. The project reorients truck and commute trips from the new industrial park onto the regional system instead of onto multiple local arterials.

The SeaTac project constructs an additional pedestrian and bicycle crossing of I-5 at S. 216th Street and constructs sidewalks with the SeaTac Madrona neighborhood. These bicycle and pedestrian improvements connect the neighborhoods with the Regional Growth Center and Angle Lake Link Light Rail station.

4. **Describe how the project will benefit minority and low-income populations as identified in the President’s Order for Environmental Justice, seniors, people with disabilities, those located in highly impacted communities, and/or areas experiencing high levels of unemployment or chronic underemployment; please be specific and provide data where applicable.**

The project would shift freight traffic from S. 200th Street in SeaTac to the new SR 509 facility, which would relieve local traffic congestion. This would benefit residents who live in the neighborhoods within 0.5 mile of the section of S. 200th Street that will experience reduced traffic congestion because of the Project. The SeaTac project constructs an additional pedestrian and bicycle crossing of I-5 at S. 216th Street and constructs sidewalks with the SeaTac Madrona neighborhood. These bicycle and pedestrian improvements connect the neighborhoods with the Regional Growth Center and Angle Lake Link Light Rail station. A demographic analysis of these neighborhoods showed high populations called out in the President’s Order for Environmental Justice (people who identify as minority and individuals with incomes below the federal poverty level), seniors, and people with disabilities. We also identified highly impacted communities and communities experiencing high unemployment within the project area. According to EJScreen, an online database provided by the U.S. Environmental Agency, there are three census block groups within the project area that have substantial minority populations of 74 percent, 58 percent, and 84 percent. This is much higher than King County as a whole, where 36 percent identify as minority. Much of the project area is within a census tract that has a substantial percentage of individuals with incomes below the poverty level (34 percent). This is more than triple that of King County (10.7 percent). There are fewer seniors—defined by the U.S. Census Bureau as individuals age 65 years and older—in the project area than in King County (12.2 percent), but one census block group has more than 14 percent seniors. Most census tracts within the project area have at least 11 percent of individuals living with a disability. This is more than King County average (9.6 percent). The Puget Sound Clean Air Agency defines “highly impacted communities” as geographic locations characterized by degraded air quality, whose residents face economic or historic barriers to participation in clean air decisions and solutions. More than 40 percent of the project area is considered highly impacted by the Puget Sound Clean Air Agency [https://www.pscleanair.org/372/Community-Equity-Access](https://www.pscleanair.org/372/Community-Equity-Access).

5. **Describe how the project will support the establishment of new jobs/businesses or the retention of existing jobs/businesses including those in the industry clusters identified in the adopted regional economic strategy.**

The project will support opportunities to recruit and retain businesses in the area by providing a direct Airport route to and from the south via I-5 and providing additional road capacity for improved access. This can be essential in reducing travel times into and out of the Airport for passengers and air cargo and supporting ongoing growth in air traffic. As Sea-Tac International Airport is a critical facility for national and international air travel, key economic activities in the area are directly related to the support of these functions. Air Transportation is a critical component in the “Transportation & Logistics” category, with both passenger and cargo services as important components of this sector. Ongoing expansion efforts, such as the North Satellite Modernization Project, the proposed International Arrivals Facility, and the Central Terminal Renovation Project, all are directed towards increasing capacity to meet future growth needs, which will require comparable improvements in transportation access. This growth will also result in a significant increase in employment and support businesses in the area. The Airport and businesses in the area also provide services that support the
“Tourism” sector, with significant activity in Accommodation and Food Services related to hotels and restaurants within and outside of the Airport. Retaining and developing local employment in these industries would be supported by ongoing growth at the Airport. There are broader implications for future change in local employment and businesses as well. The development of I-5 access ramps at 24th Avenue S will provide support for infill and redevelopment opportunities in the SeaTac City Center, primarily along International Boulevard, as well as areas in north Des Moines in Des Moines Creek Business Park. This has already resulted in growth in Transportation & Logistics firms in Des Moines. Increased intensities of commercial development in the SeaTac City Center would also be supported, which could result in further growth and a diversification of the economic base of the SeaTac RGC.

Criteria: System Continuity/Long-Term Benefit and Sustainability

1. **Describe how this project supports a long-term strategy to maximize the efficiency of the corridor, including TDM and activities and ITS improvements that use advanced technologies or innovative approaches to improve traffic flow. How this project will remediate it.**

   SeaTac Access Project and the future SR 509 Stage 2 Project which completes the SR 509 corridor will employ tolling that varies by time of day, with higher rates during the peak periods helping to ensure efficient traffic flow through pricing. The Project will use electronic toll collection and the region wide “Good to Go” pass, avoiding the traffic delays from manual toll collection. In addition to more direct access, reducing travel distance by a quarter mile from 2 to 1.75 miles, SeaTac Access Project provides substantial travel time savings, specifically during the peak periods as shown in Exhibit 3. Based on forecast Synchro intersection modeling results in 2025 for the project area, the SeaTac Access Project will slightly improve travel time on local streets with a reduction in travel time in the AM Peak for trips travelling from I-5 South of Sea-Tac to Sea-Tac on S. 200th Street from 8.8 minutes to 8.4 minutes. Trips using the new SR 509 SeaTac Access will see travel times for the same trip reduced to 3.2 minutes. Southbound during the AM Peak on the same route, travel times will increase slightly on S. 200th Street as some projected trips will continue to use S. 200th Street as the free alternative to tolling on SeaTac Access. Travel times will increase from 4.6 minutes to 4.8 minutes, however SR 509 SeaTac Access will provide a travel time savings of 54 percent reducing trip time to 2.5 minutes. During the PM Peak the greatest reduction in travel time will be for trips travelling South from Sea-Tac to I-5. Average travel times on the current S. 200th Street route will reduce from 7.3 minutes to 6.1 minutes with the improvement while trips on SR 509 SeaTac Access will be 3.6 minutes. Trips going northbound during the PM peak will see no change in travel time on S. 200th Street remaining at 5.2 minutes while trips on SR 509 SeaTac Access will be 2.8 minutes.

2. **Describe how this project provides a “logical segment” that links to a regional growth or manufacturing/industrial center.**

   The project is located along a corridor between the SeaTac Regional Growth Center and I-5. It directly connects the SeaTac Regional Growth Center (SGC) to I-5 and the regional highway system. The new alignment of SR 509 between SR 99 and SR 509 has been designated as a Critical Urban Freight Corridor in Washington State, which is part of the National Highway Freight Network (NHFN). Those new alignments are recognized as having national significance for freight movement through such designations. NHFN network was established under FAST Act to strategically direct federal resources and used to determine funding eligibility for the INFRA Grant program. The SR-509 Completion project closes a missing link between the T-1 interstate system and T-2 state route as defined in the Washington State Freight and Goods Transportation System 2019 Update.

3. **Describe how the project fills in a missing link or removes barriers to/from a center.**

   The project connects the SeaTac Growth Center, Angle Lake Station Area and SeaTac Airport area to the region. SeaTac Access is required to complete a future planned connection into the Sea-Tac International Airport drives. The recently developed 24th Avenue South corridor forms the spine of the southern portion of the SeaTac Regional growth center. Growth in the Center and Station Area need improved access to 24th Avenue to encourage development while reducing impacts on existing neighborhoods.

4. **Describe how this project will relieve pressure or remove a bottleneck on the regional transportation system and how this will positively impact overall system performance.**

   State Route 509 south is a primary missing link in the regional highway system. The current project makes the connection of the SR 509 corridor into I-5, preparing the route for closure of the final gap. In the meantime, SeaTac Access provides independent utility by connecting the SeaTac Regional Growth Center and Angle Lake Station Area into the regional highway system. Growth of the RGC and Station area will be both enhanced and mitigated. The Project provides connection from I-5 to new 24th Avenue South arterial, a new principal arterial road corridor between South 188th Street in SeaTac and South 216th Street in Des Moines. This connection relieves congestion on International Boulevard and provides access from the new 24th Avenue South arterial to Sea-Tac International Airport and Angle Lake Light Rail Station. It
also improves access to businesses in the Des Moines Creek Business Park, RGC, and to large tracts of developable commercial property.

5. **Describe how this project addresses safety and security.**
   The study area for determining safety impacts of this project include those trips destined to and from I-5 and connecting the south end of Sea-Tac Airport and nearby Regional Growth Center via S. 200th Street. A detailed traffic safety analysis of the SR 509 Completion Project predicts a collision reduction of 8 percent on local roads and an overall collision reduction on all facilities of 3 percent to 5 percent. The S. 200th Street traffic signal at 32nd Avenue S was installed due to safety concerns. The reduction in future traffic volumes on S. 200th Street provides significant local benefits. This segment of S. 200th Street has seen a progressive increase in the number incidents in the last three years of the data set. There were 12 incidents in 2015, 19 in 2016, and 23 in 2017. Of the 23 accidents in 2017, there were six sideswipe collisions and six “other” type of collisions, five rear end and opposite collisions, one collision with a fixed object. The SeaTac access project will likely lead to an improvement in safety for trips traveling on S. 200th Street as many trips that used to travel this route will likely divert to the new limited access roadway connection. While S. 200th Street is seeing a recent uptick in incidents, reduced congestion and lower volumes will reduce the risk of collisions on this arterial.

6. **Describe how the project provides opportunities for active transportation that can lead to public health benefits.**
   Nonmotorized projects implemented by the SeaTac Access Project close key gaps in the ADA, pedestrian and bicycle infrastructure serving the Regional Center, including bicycle facilities between Burien and Des Moines and reconnecting neighborhoods bisected by I-5. The project budget previously paid for a shared use pathway on 24th Avenue S, which completed nonmotorized continuity from SeaTac to Des Moines. The project budget is paying for the Lake to Sound Trail from Burien to Des Moines through a partnership with King County Parks. The project replaces the S. 216th Street I-5 overcrossing with sidewalks and bike lanes, reconnecting historically cut off neighborhoods from commercial districts and downtowns. The Project adds sidewalks in the SeaTac Madrona neighborhood.

**Criteria: Air Quality and Climate Change**

1. **Please select one or more elements in the list below that are included in the project’s scope of work, and provide the requested information in the pages to follow.**
   Roadway Improvement, Bicycle and Pedestrian Facilities, Other

**Air Quality and Climate Change: Roadway Improvement**

1. **What is the length of the project?**
   2.5 miles

2. **What is the average daily traffic before and after the project?**
   No existing street, post project ADT 7,800

3. **What is the average speed before and after the project?**
   Average speeds on the SeaTac Access Project’s improvements are forecasted to be 37.6 mph compared to 19.8 mph using the current comparable routes on I-5 and 200th Street. Current congestion levels on I-5, specifically during the peak periods, are the primary contributors to lower overall average speeds. In addition to improved and direct highway access, the SeaTac Access improvement will have tolling which will help to limit congestion and travel time delays on the facility and maintain higher average speeds.

4. **What is the average daily transit ridership along the corridor?**
   No existing corridor

5. **How many daily peak period transit trips serve the corridor?**
   No existing corridor

6. **What is the expected increase in transit speed due to the BAT/HOV lanes?**
   N/A

7. **What is the expected increase in transit ridership due to the BAT/HOV lanes?**
   N/A

8. **What is the percentage of freight truck traffic on the facility?**
   15 percent

9. **Will the project result in shorter trips and reduced VMT? If so, please explain.**
   The project will result in shorter trips and reduced VMT due to the new limited access connection to I-5. The direct connection will reduce trip lengths by 0.32 miles, thereby reducing VMT and air pollutant emissions from vehicle exhaust. Approximately 15 percent of...
vehicles using this connection are heavy diesel trucks, and the shortened trips will result in a significant reduction of greenhouse gases, diesel particulate, and other criteria air pollutant emissions. The shortened travel distance will result in a reduction of 2,496 VMT, as compared to the no build scenario. Using the values in the PSRC project level emissions evaluation tool, this would result in air pollutant emissions reductions of 1,261 kg/day of CO2, 7.2 kg/day of CO, 0.15 kg/day of PM2.5, 3.0 kg/day of NOX, and 0.4 kg/day of VOC.

10. Please describe the source of the project data provided above (e.g., Environmental Impact Statement, EPA/DOE data, traffic study, survey, previous projects, etc.).

The volume and truck percent estimates were obtained from Synchro traffic modeling for the Puget Sound Gateway Program. The reduced trip distance was estimated from project maps. The VMT and emissions savings were calculated using the PSRC project level emissions evaluation tool, assuming a project opening year of 2026, 15 percent trucks, and the volume and trip length described in the previous section. This conclusion is consistent with the environmental consequences presented in the SR 509 NEPA Re-evaluation competed in January 2018. The Transportation Technical Report includes details about freight routes, and the analysis shows that travel times for freight traffic will be reduced along all the roadways analyzed as part of the overall project. Improved truck travel times and lower delays result in localized reductions of pollutant emissions, specifically exposure to diesel particulate matter in the immediate project vicinity. The Air Quality 7 of 11 exposure to diesel particulate matter in the immediate project vicinity. The Air Quality Technical Report shows that regional air emissions decrease by 1 to 3 percent as compared to the no build scenario, depending on the specific pollutant.

Air Quality and Climate Change: Bicycle and Pedestrian Facilities

1. Describe the facilities being added or improved

The SeaTac Access project budget is funding the extension of the Lake to Sound regional trail from S. 188th Street to S. 200th Street. Shared use paths were previously installed the project interchange with 24th Avenue S. to allow for construction efficiencies. Sidewalks are constructed to serve the Madrona neighborhood which has local access relocation as a result of the project. Sidewalks and bike lanes are provided over Interstate-5 with the replacement of the S. 216th Street overcrossing. This reconnects nonmotorized and ADA access formerly bisected by Interstate-5.

2. What is the length of the proposed facility?

Paths 14,000', Sidewalks 9,200', bike lanes 1,700'

3. Describe the connections to existing bicycle/pedestrian facilities and transit.

The Lake to Sound Trail connects S. 188th Street to S. 200th Street extending the existing trail in Des Moines to the existing bicycle lane on S. 200th Street, which completes continuity to Angle Lake Light Rail Station. The vicinity generally lacks nonmotorized facilities, so this establishes the first bicycle connection to the west from Angle Lake Station.

4. Describe the current bicycle/pedestrian usage in the project area. If known, provide information on the shift from single occupancy vehicles.

N/A

5. What is the expected increase in bicycle/pedestrian usage from the project? If known, provide information on the shift from single occupancy vehicles

N/A

6. What is the average bicycle trip length?

N/A

7. What is the average pedestrian trip length?

N/A

8. Please describe the source of the project data provided above (e.g., Environmental Impact Statement, EPA/DOE data, traffic study, survey, previous projects, etc.)

N/A

Air Quality and Climate Change: Other

1. You selected “other” as an emissions-related element in your project’s scope of work. Please describe the improvements expected to result in emissions reduction and the sources used to determine expected results. These could include technology implementation, anti-idling programs, and any other project types that do not fit the options provided in this form.

SeaTac Access Project and the future SR 509 Stage 2 Project, which completes the SR 509 corridor, will employ tolling that varies by time of day, with higher rates during the peak periods helping to ensure efficient traffic flow through pricing. The Project will use electronic...
toll collection and the region wide “Good to Go” pass, avoiding the traffic delays from manual toll collection. Each mile a greenhouse gas-producing vehicle travels adds pollutants to the atmosphere. By reducing the number of miles these vehicles travel collectively, the Project reduces the impact those pollutants have on our atmosphere. Reducing travel distance by a quarter mile from 2 to 1.75 miles, SeaTac Access Project provides substantial VMT savings, specifically during the peak periods as shown in Exhibit 3. Based on forecast Synchro intersection modeling results in 2025 for the project area, the SeaTac Access Project will slightly improve travel time on local streets with a reduction in travel time in the AM Peak for trips travelling from I-5 South of Sea-Tac to Sea-Tac on S. 200th Street from 8.8 minutes to 8.4 minutes. Trips using the new SR 509 SeaTac Access will see travel times for the same trip reduced to 3.2 minutes. Southbound during the AM Peak on the same route, travel times will increase slightly on S. 200th Street as some projected trips will continue to use S. 200th Street as the free alternative to tolling on SeaTac Access. Travel times will increase from 4.6 minutes to 4.8 minutes, however SR 509 SeaTac Access will provide a travel time savings of 54 percent reducing trip time to 2.5 minutes. During the PM Peak the greatest reduction in travel time will be for trips traveling South from Sea-Tac to I-5. Average travel times on the current S. 200th Street route will reduce from 7.3 minutes to 6.1 minutes with the improvement while trips on SR 509 SeaTac Access will be 3.6 minutes. Trips going northbound during the PM peak will see no change in travel time on S. 200th Street remaining at 5.2 minutes while trips on SR 509 SeaTac Access will be 2.8 minutes. The SR 509 Completion Project’s NEPA Re-Evaluation analyzed four project intersections for air quality and carbon emissions. In 2045, building the SR 509 Completion Project will result in 183,434 fewer VMT and two percent less carbon monoxide than if it were not built. Carbon monoxide would decrease 73 percent between 2015 and 2045 if the Project is built. Mobile Source Air Toxics (MSAT) are projected to decrease substantially in the future due to improved vehicle technology, despite increased total VMT resulting from regional population growth. The analysis showed that in 2025 and 2045, MSAT emissions would be slightly lower if the project is built than if it is not built. Source: https://www.wsdot.wa.gov/sites/default/files/2019/05/30/SR509-Phase1-Environmental-Reevaluation.pdf (page 27)

The Re-Evaluation quantified greenhouse gas (GHG) emissions from the SR 509 Completion Project’s improvements. GHG emissions slightly increase in 2025 if the Project is built, due to the changes in traffic conditions and the affected network. In 2045, however, GHG emissions decrease below 2045 projected levels if the Project is built.

2. For CMAQ projects, PSRC will utilize the “Useful Life” table included in the “Air Quality Guidance” document contained in the Call for Projects. If you have an alternate useful life figure for your project, please explain and provide the appropriate documentation supporting the deviation from the approved Useful Life table.

N/A

3. Useful life document
TT_Paths_(SeaTac_SR_509)_v2.pdf

Criteria: Project Readiness and Financial Plan

1. What is the PSRC funding source being requested?
   STP

2. Has this project received PSRC funds previously?
   Yes

3. If yes, please provide the project’s PSRC TIP ID
   WDNW-1124

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Total Request: $4,000,000.00

Total Estimated Project Cost and Schedule

PE

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### Expected year of completion for this phase: 2019

**ROW**

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### Expected year of completion for this phase: 2020

**Construction**

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</tbody>
</table>

### Expected year of completion for this phase: 2025

**Summary**

1. **Estimated project completion date**
   
   Dec 2025

2. **Total project cost**
   
   $535,700,000.00

**Funding Documentation**

1. **Documents**
   

2. **Please enter your description of your financial documentation in the text box below.**
   
   WSDOT funding is secured in the Connecting Washington budget– LEAP Transportation Document 2015 NL-1, June 28, 2015. Local funding commitments: Des Moines, $500,000, confirmation letter and financially constrained TIP page attached. SeaTac, $2,000,000, secured by contract, attached. SeaTac contribution is right of way in lieu of cash. Kent, $1,000,000, secured by contract, attached. King County, $1,000,000, secured by contract. All funds are budgeted, financially constrained and committed in writing.

**Project Readiness: PE**

1. **Are you requesting funds for ONLY a planning study or preliminary engineering?**
   
   No

2. **What is the actual or estimated start date for preliminary engineering/design?**
   
   2016

3. **Is preliminary engineering complete?**
   
   Yes

4. **What was the date of completion (month and year)?**
   
   August 2019

5. **Have preliminary plans been submitted to WSDOT for approval?**
   
   Yes

6. **Are there any other PE/Design milestones associated with the project? Please identify and provide dates of completion. You may also use this space to explain any dates above.**
Preliminary Engineering Complete. The conceptual plans for this design-build contract are approved. Final design June 2022 through Design/Build contract. Final design completion June 2022

7. **When are preliminary plans expected to be complete?**
   August 2019

**Project Readiness: NEPA**

1. **What is the current or anticipated level of environmental documentation under the National Environmental Policy Act (NEPA) for this project?**
   Environmental Impact statement (EIS)

2. **Has the NEPA documentation been approved?**
   Yes

3. **Please provide the date of NEPA approval, or the anticipated date of completion (month and year).**
   01/16/2018

**Project Readiness: Right of Way**

1. **Will Right of Way be required for this project?**
   Yes

2. **What is the actual or estimated start date for right of way?**
   07/01/2017

3. **What is the estimated (or achieved) completion date for the right of way plan and funding estimate (month and year)?**
   11/2020

4. **Please describe the right of way needs of the project, including property acquisitions, temporary construction easements, and/or permits.**
   A portion of the needed right of way is being acquired by WSDOT while other properties are being acquired by Sound Transit and being used in part for Federal Way Link Extension. The WSDOT acquisitions require 58 parcels, 43 have been acquired and 15 remain to be secured. Twenty-four (24) parcels are needed through a property exchange with Sound Transit. Sound Transit has acquired 15 of those parcels with 9 remaining.

5. **What is the zoning in the project area?**
   UM2 Medium density residential UH900 High density residential CB-C Commercial in Center MHP Mobile home park (vacant)

6. **Discuss the extent to which your schedule reflects the possibility of condemnation and the actions needed to pursue this.**
   Three parcels require court action. Two are in condemnation and have court dates. One requires a judgment in decree.

7. **Does your agency have experience in conducting right of way acquisitions of similar size and complexity?**
   Yes

8. **If not, when do you expect a consultant to be selected, under contract, and ready to start (month and year)?**
   N/A

9. **In the box below, please identify all relevant right of way milestones, including the current status and estimated completion date of each.**
   Completion of established court dates for two condemnations Completion of judgment in decree for one parcel Right of way certification

**Project Readiness: Construction**

1. **Are funds being requested for construction?**
   Yes

2. **Do you have an engineer’s estimate?**
   Yes

3. **Engineers estimate document**
   N/A
4. Identify the environmental permits needed for the project and when they are scheduled to be acquired.

WSDOT-obtained permits:
• SEPA Compliance (obtained)
• NEPA compliance (obtained)
• Endangered Species Act compliance - No Effect Determination (obtained)
• Cultural Resources compliance (DAHP concurrence obtained)
• Section 401 Letter of Verification (obtained) (Department of Ecology)
• Section 404 Nationwide Permit #14 (US Army Corps of Engineers) (April 2020)
• Section 402 NPDES Construction Stormwater General Permit (in process of being obtained by WSDOT and will be transferred to the Design-Builder) (Department of Ecology) (October 2020-conservative estimate based on potential AO)

Design Builder to obtain by 12/01/2021:
• NOI for demolition, geotechnical borings, and for the installation, modification, and/or decommissioning of piezometers or wells
• Discharge permits as needed for various discharges to surface or groundwater
• Noise variance/exemptions (local jurisdictions)
• Underground Injection Control Registration (Department of Ecology)
• Administrative order for chemical treatment (Department of Ecology)
• Other permits/approvals as required.
• Demolition Permits (Local Jurisdiction)
• Street Use Permits (Local Jurisdiction)
• Forest Practice Permits (DNR and local jurisdictions)
• Project specific Unanticipated Discovery Plan (WSDOT)

5. Are Plans, Specifications & Estimates (PS&E) approved? Yes

6. Please provide the date of approval, or the date when PS&E is scheduled to be submitted for approval (month and year).
1/2020

7. When is the project scheduled to go to ad (month and year)?
5/2020

Other Considerations

1. Describe any additional aspects of your project not requested in the evaluation criteria that could be relevant to the final project recommendation and decision-making process.
Project employs design-build contracting to obtain scale economies and contain costs.

2. Describe any innovative components included in your project: these could include design elements, cost saving measures, or other innovations.
Project uses time variable tolling to manage travel demand.

3. Describe the process that your agency uses to determine the benefits of projects; this could include formal cost-benefit analysis, practical design, or some other process by which the benefits of projects are determined.
Practical Solutions framework and review committee is used to confirm appropriate project scope and scale.

4. Final documents
N/A
SeaTac Access
SR 509 Stage 1b from I-5 to 24th Street

SeaTac is experiencing increased urban growth and travel demands. The current SeaTac Regional Growth Center and Angle Lake Station Area Plan are in place to allow for better land use for housing supply and development, but the area needs improved access.

In order to serve the various modes of motorized and non-motorized traffic in the area, multi-modal strategies for circulation, access and freight mobility are needed to support the complex needs of future growth. Over the next 20 years this corridor will help support development resulting in approximately 15,500 jobs and a projected total direct economic impact of $32.6 million for the City of SeaTac.

Today’s roadway infrastructure is inadequate to accommodate evolving land uses in SeaTac. Improved access to 24th Avenue will support development while reducing impacts on existing neighborhoods with high environmental justice populations. Planned variable rate tolling will maintain traffic flow and fund a portion of the complete corridor.

The SeaTac Access project implements the first stage of the SR 509 Completion Project as envisioned in the Regional Transportation Plan. Regional connectivity to the SeaTac Regional Growth Center and Angle Lake Light Rail Station allows orderly urban growth while reducing traffic on neighborhood streets. The project will cause traffic to drop 22 percent on South 200th Street in 2025, where neighborhood impacts have long been a concern for its high environmental justice population.

The SeaTac Access project is a priority for the Puget Sound Gateway Program. Funds received through PSRC’s Local Project Funding process are necessary to help fulfill the State Legislature’s requirement that local jurisdictions provide $130 million match to receive Connecting Washington funds.

### Financial Plan

<table>
<thead>
<tr>
<th>Source</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>STP funds requested</td>
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</tr>
<tr>
<td>Local match: SeaTac</td>
<td>$2,000,000</td>
</tr>
<tr>
<td>Des Moines</td>
<td>$500,000</td>
</tr>
<tr>
<td>Kent</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>King County</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>WSDOT (State budget)</td>
<td>$267,500.00</td>
</tr>
<tr>
<td><strong>Total Project Cost</strong></td>
<td><strong>$276,000,000</strong></td>
</tr>
</tbody>
</table>

### Why We Need It

- Supports significant growth in jobs and economic development
- Supports concurrency
- Mitigates impacts of freight on local community and surface streets
- Connects Sea-Tac Airport and SeaTac Regional Growth center with Interstate 5 and Angle Lake Light Rail station
- Implements local and regional plans and policies
- Improves access to airport-related jobs for local residents
Puget Sound Gateway Program SeaTac Access SR 509 Stage 1b from I-5 to 24th Street

Key Elements
• Connects SeaTac Regional Growth Center to regional highway system
• Improves Link Light Rail station area access
• Allows and encourages orderly growth in the regional center while mitigating traffic impacts on local neighborhoods, particularly South 200th Street
• Provides the I-5 connection for future SR 509 Corridor Completion
• Provides the I-5 connection for future Sea Tac Airport South Access
• Gateway Program invests in regional non-motorized connection via the Lake to Sound Trail
• Provides a high-capacity truck route to improve truck circulation and reduce traffic impacts to local arterials

Project Readiness
• Request for Proposals will be issued in July 2020
• NEPA approval is complete
• ROW acquisition to be completed November 2020
• 404 and 401 permits pending
Travel Time Paths

1. A-B via SeaTac Access
2. A-B via I-5, S 200th St
3. B-A via SeaTac Access
4. B-A via S 200th St, I-5

Signalized intersection
June 28, 2018

The Honorable Steve Hobbs  The Honorable Judy Clibborn
Chair  Chair
Senate Transportation Committee  House Transportation Committee
P.O. Box 40444  P.O. Box 40600
Olympia, WA 98504-0444  Olympia, WA 98504-0600

The Honorable Curtis King  The Honorable Mark Harmsworth
Ranking Member  Ranking Member
Senate Transportation Committee  House Transportation Committee
P.O. Box 40414  P.O. Box 40600
Olympia, WA 98504-0414  Olympia, WA 98504-0600

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

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

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

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

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

Sincerely,

Roger Millar, PE, FASCE, FAICP
Secretary of Transportation
Puget Sound Gateway Program
SR 167 and SR 509 Completion Projects

Local Funding and Phasing
Memorandum of Understanding

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

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

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

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

Funding for the Gateway Program has been approved to come from the state gas tax, tolls, local
contributions, and potential federal and state grants. Total funding for the Gateway Program,
from the 2015 Connecting Washington transportation funding package, is $1.875 billion, which
includes local contributions of $130 million. The program has been funded over a 16-year
timeline. Based on the legislative funding plan, major construction for a first stage would occur from 2019 through 2025, and a second stage from 2026 through 2030. Local contributions will be needed to construct both stage one and stage two projects.

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

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

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

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

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

<table>
<thead>
<tr>
<th></th>
<th>SR 167</th>
<th>SR 509</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>Port contributions</td>
<td>$30 million</td>
<td>$30 million</td>
<td>$60 million</td>
</tr>
<tr>
<td>Federal INFRA grant</td>
<td>$10 million</td>
<td>$10 million</td>
<td>$20 million</td>
</tr>
<tr>
<td>Local agency partner</td>
<td>$10 million</td>
<td>$10 million</td>
<td>$20 million</td>
</tr>
<tr>
<td>match</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other Grants (PSRC,</td>
<td>$20 million</td>
<td>$10 million</td>
<td>$30 million</td>
</tr>
<tr>
<td>FMSIB, TIB)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td>$70 million</td>
<td>$60 million</td>
<td>$130 million</td>
</tr>
</tbody>
</table>

3. Local Funding Strategy

A key element of the local funding strategy is to identify projects within the Gateway Program that provide clear and measurable benefits to local jurisdictions. In the Gateway Program, these are called “Local Nexus Projects,” are designed to:
• Create a positive business case for Local Agency Partners by focusing on the parts of the program that are most relevant and important to local jurisdictions
• Leverage the potential to access significant grant funding to support local funding assumptions

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

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

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

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

If Local Nexus, INFRA, and any other pending grant projects become fully funded, these projects will contribute substantially toward the Legislative requirement for local match. Funding commitments will be achieved via an interlocal agreement from each signing party up to the amounts presented in this MOU. Local Agency Partner signatories to this MOU understand that once the local contribution requirements set forth in ESB 509 (§130 million) is achieved, that Local Agency Partners will not be required to commit to additional funds beyond what is outlined in this MOU. If additional grant funding or additional funds from other sources are obtained that fulfill the $130 million local contribution requirement, the Secretary of Transportation and the Executive Committee will review and determine to either reduce local agency partner match payments, or recommend expanding scope of the Gateway Program, and amend each signing party’s interlocal agreement accordingly.

4. Local Participation Policy

The Joint Executive Committee has agreed to a funding and phasing policy that structures local agency partner match requirements to be commensurate with the benefits accrued from the project at a local level. This policy states that:
All local agency partners accrue some benefit from the Puget Sound Gateway Program. Partners receiving fewer benefits, however, are not expected to contribute as much as partners who receive more benefits. Direct benefits are those that are most quantifiable, but there are other components of value that include indirect, strategic and policy/social benefits. Both direct and indirect benefits will be assessed as part of the consideration of local contributions, because they are more easily quantifiable than strategic and policy/social benefits.

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

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

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

The approach and findings of the benefits assessments have been provided to the Local Agency Partners.
6. **Local Jurisdiction Anticipated Contributions to the Program**

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

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

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

**Stage 1 Grant Pursuits for Local Nexus Projects**

<table>
<thead>
<tr>
<th>Project</th>
<th>Estimated Construction Cost</th>
<th>Funding Program</th>
<th>Grant Target Amount</th>
<th>Target Due Mo/Year</th>
<th>Anticipated Construction Expenditure</th>
<th>Local Agency Partner Match</th>
<th>Partner Nexus</th>
</tr>
</thead>
<tbody>
<tr>
<td>70th Avenue E/Interurban Trail</td>
<td>$32,245,600</td>
<td>FMSIB</td>
<td>$5,000,000</td>
<td>Mar 2018</td>
<td>2019-2021</td>
<td>$800,000,  $500,000,  $3,000,000</td>
<td>Fife, Tacoma, Port of Tacoma</td>
</tr>
<tr>
<td></td>
<td></td>
<td>TIB</td>
<td>$5,000,000</td>
<td>Aug 2018</td>
<td>2019-2021</td>
<td></td>
<td>Fife</td>
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<tr>
<td></td>
<td></td>
<td>State Capital &amp; Transportation</td>
<td>$1,400,000</td>
<td>Mar 2018</td>
<td>2019-2021</td>
<td></td>
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<tr>
<td>Veterans Drive/ SR516 Interchange</td>
<td>$33,800,000</td>
<td>PSRC</td>
<td>$4,500,000</td>
<td>Apr 2018</td>
<td>2021-2025</td>
<td>$1,000,000</td>
<td>Kent</td>
</tr>
<tr>
<td></td>
<td></td>
<td>TIB</td>
<td>$5,000,000</td>
<td>Aug 2020</td>
<td>2021-2025</td>
<td>$1,000,000</td>
<td>Kent</td>
</tr>
<tr>
<td>SeaTac Access</td>
<td>$176,883,500</td>
<td>PSRC</td>
<td>$4,500,000</td>
<td>Apr 2018</td>
<td>2021-2025</td>
<td>$2,000,000,  $500,000</td>
<td>SeaTac (ROW in lieu), Des Moines</td>
</tr>
</tbody>
</table>
Port of Tacoma Access/509 Spur | $323,042,000 | PSRC | $4,500,000 | Apr 2018 | 2021-2025 | $1,500,000 | $3,000,000 | $800,000 | Tacoma Port of Tacoma Fife

FMSIB | $5,000,000 | Mar 2020 | 2021-2025

All Gateway Program | INFRA | $20,000,000* | Nov 2017 | 2019-2021

SR 167 Stage 1 | Port of Tacoma | Jan 2021 | 2021-2025 | $9,000,000 | Port of Tacoma

SR 509 Stage 1 | Port of Seattle | Jan 2021 | 2021-2025 | $15,000,000 | Port of Seattle (expected in 2023-2025)

Total Stage 1 | $54,900,000 | $38,100,000 | $93,000,000

Stage 2 Future Grant Pursuits for Local Nexus Projects

<table>
<thead>
<tr>
<th>Project</th>
<th>Estimated Construction Cost</th>
<th>Funding Program</th>
<th>Grant Target Amount</th>
<th>Target Due Mo/Year</th>
<th>Anticipated Construction Expenditure</th>
<th>Local Agency Partner Match</th>
<th>Partner Nexus</th>
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</thead>
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<tr>
<td>Meridian Avenue Interchange</td>
<td>TBD</td>
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<td>2022</td>
<td>2026-2030</td>
<td>$2,000,000</td>
<td>Puyallup</td>
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<tr>
<td>Valley Avenue Interchange</td>
<td>TBD</td>
<td>$3,000,000</td>
<td>2022</td>
<td>2026-2030</td>
<td>$2,000,000</td>
<td>Pierce County</td>
<td></td>
</tr>
<tr>
<td>188th Street Interchange improvements</td>
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<td>TBD</td>
<td>2023</td>
<td>2026-2030</td>
<td>TBD</td>
<td>SeaTac</td>
<td></td>
</tr>
<tr>
<td>SR 167 Stage 2</td>
<td>TBD</td>
<td>$4,000,000</td>
<td>2022</td>
<td>2026-2030</td>
<td>$500,000</td>
<td>Edgewood (ROW in lieu) Sumner</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>SR 509 Stage 2</td>
<td>TBD</td>
<td>$4,000,000</td>
<td>2024</td>
<td>2026-2030</td>
<td>$15,000,000</td>
<td>Port of Seattle</td>
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</tbody>
</table>

Total Stage 2 | $14,000,000 | $35,000,000 | $49,000,000

Total Stages 1 & 2 | $68,900,000 | $73,100,000 | $142,000,000

* – If no INFRA, apply for FHWA BUILD grant for Port of Tacoma Access (SR 509 Spur)
TBD – grant funding program pursuit to be determined in future

7. Terms and Termination

7.1. Amendments

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

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

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

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

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

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

Stephen P. Mettruck
Executive Director
Port of Seattle

John Wolfe
Chief Executive Officer
Port of Tacoma

Dow Constantine
County Executive
King County

Bruce Dammeier
County Executive
Pierce County

David E. Hill
Mayor
City of Algona

Nancy Backus
Mayor
City of Auburn

Brian Wilson
City Manager
City of Burien

6/21/18
Date

5/30/18
Date

6/22/18
Date

5/30/18
Date

6/25/18
Date

6/11/18
Date

6/17/18
Date
Michael Matthias
City Manager
City of Des Moines

Daryl Eidinger
Mayor
City of Edgewood

Jim Ferrell
Mayor
City of Federal Way

Hyun Kim
City Manager
City of Fife

Dana Ralph
Mayor
City of Kent

Shanna Styron-Sherrell
Mayor
City of Milton

Leanne Guier
Mayor
City of Pacific

Kévin Yamamoto
City Manager
City of Puyallup

6/26/18
Date

6/13/18
Date

6/20/18
Date

6/20/18
Date

6/26/18
Date

6/21/18
Date

6/21/18
Date

6/12/18
Date
Joseph Scorcio
City Manager
City of SeaTac

William L. Pugh
Mayor
City of Sumner

Elizabeth A. Pauli
City Manager
City of Tacoma

Roger Millar
Secretary of Transportation
Washington State Department of Transportation

6/28/18
Date

6/8/18
Date

6/27/18
Date

6/27/18
Date
March 29, 2018

Craig Stone
Program Administrator – Puget Sound Gateway Program
Washington State Department of Transportation
310 Maple Park SE
Olympia, WA 98504

RE: SR 509 – Local Funding Commitment

Dear Mr. Stone:

The City of Des Moines supports the Puget Sound Gateway Program including the SR 509 Extension project in King County. We know that the City of Kent is applying for Surface Transportation Program grant funds through the PSRC for their Veterans Drive Extension project, and that WSDOT will also be applying for Surface Transportation Program grant funds through the PSRC for the SeaTac Access Project.

The Des Moines City Council voted at their March 22, 2018 meeting to commit a total of $500,000 of matching funds for grant applications related to the SR 509 Extension Project. The City is willing to work with the project team(s) to determine where it would be most advantageous to use these matching funds, in order to provide the most leverage to the overall grant process. Des Moines wants to see both projects selected for grant funding, and the City is willing to partner on one or both of these projects, or other projects related to the SR 509 Project.

The financial commitment provided by Des Moines will go towards meeting the local contribution mandated by the Washington State Legislature when the Connecting Washington Transportation package was passed, and is intended to fully meet our match contribution, relative to the net benefits of the SR 509 project. I intend for the City’s financial participation to be generally addressed in the Memorandum of Understanding (MOU) currently under review by the SR 509 Executive Committee, with more specific details to be covered by interlocal agreements to be developed at a later date.

Please let me know if you have any questions or need any other information.

Sincerely,

Michael Matthias
City Manager

cc: Dan Brewer, Chief Operations Officer
    Brandon Carver, Public Works Director
    Andrew Merges, Transportation Manager

The Waterfront City
### Summary Project Description:

The financial commitment provided by Des Moines will go towards meeting the local contribution mandated by the Washington State Legislature when the Connecting Washington Transportation package was passed, and is intended to fully meet our match contribution, relative to the net benefits of the SR 509 project.

Justification/Benefits: The City of Des Moines supports the Puget Sound Gateway Program including the SR 509 Extension project in King County. This new freeway will provide an added corridor in our area, as well as provide congestion relief on the City’s arterial roadways.

### Project Scope

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<thead>
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<td>Design</td>
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<td>Expenses</td>
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<td><strong>Net Impact</strong></td>
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### Annual Operating Impact

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GCB 3068

Interlocal Agreement for the Construction of the Puget Sound Gateway Program

This INTERLOCAL AGREEMENT (Agreement) is entered into between the City of SeaTac (CITY) and the Washington State Department of Transportation (WSDOT), collectively referred to as the “Parties” and individually referred to as the “Party.”

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

WHEREAS, in 2015 the Legislature funded the construction of the PROGRAM through the Connecting Washington revenue package; and

WHEREAS, in funding the PROGRAM, the Legislature directed that $130 million of the $1.875 billion is to come through local funding sources; and

WHEREAS, the north segment of the State Route 509 Completion Project (PROJECT) is part of the PROGRAM and is largely within the CITY. It includes 188th South Ramps, SeaTac Access with Ramps to 28th/24th Avenue South, Veterans Drive Extension and Lake to Sound Trail as called out on page 5 of Attachment B; and

WHEREAS, since 2007, in recognition of the local and regional benefits that it will bring to the Puget Sound region, the CITY has been a strong proponent and has taken an active role in completing the PROJECT; and

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

WHEREAS, the PROJECT now includes a full folded diamond interchange at South 188th Street as shown on the Attachment C (these ramp improvements referred to as 188th South Ramps in the Attachment B) and a SeaTac Access half interchange with two lanes in each direction and ramps at 28th/24th Avenue South, both within the CITY; and

WHEREAS, The CITY has entered into a Local Funding and Phasing Memorandum of Understanding (MOU) with WSDOT (Attachment B), commencing on July 1, 2018, acknowledging that the CITY is one of eighteen (18) Local Agency Partners committed to provide matching funds/contributions commensurate with the benefits accrued from the PROJECT at a local level; and

WHEREAS, the CITY is willing to contribute both matching funds and real estate towards the required local contribution;
NOW, THEREFORE, in consideration of the terms, conditions, and performances contained herein, the above recitals that are incorporated herein as if fully set forth below, and the Attachments A, B and C which are attached hereto and by this reference made a part,

IT IS MUTUALLY AGREED AS FOLLOWS:

1. PURPOSE
   1.1. This Agreement quantifies the CITY’s local contribution commitment to be applied towards the construction of the PROJECT component of the PROGRAM and defines the roles and responsibilities between the Parties for delivery of the PROJECT.

2. WSDOT RESPONSIBILITIES
   2.1. WSDOT shall design and construct the PROJECT to be consistent with the Proposed Design Alternative as specified in Attachment C, subject to any deviations made in accordance with Section 2.3 below.

   2.2. WSDOT shall manage implementation of the PROJECT to minimize the duration of construction while maintaining the full scope of the Proposed Design Alternative specified in Attachment C.

   2.3. WSDOT shall coordinate and seek concurrence from Local Agency Partners on any significant deviations from the Proposed Design Alternative contemplated during implementation of the PROJECT as specified in Attachment C.

3. FUNDING AND PAYMENT RESPONSIBILITIES
   3.1. In consideration of the faithful performance of this Agreement, the CITY agrees to contribute local agency matching funds or property to the PROJECT component of the PROGRAM having a value not to exceed Four Million Dollars ($4,000,000) according to the following schedule:

   PROJECT STAGE 1: The CITY shall transfer to the State of Washington real estate and/or cash valued in an amount not to exceed Two Million Dollars ($2,000,000) to be applied towards the SeaTac Access Local Nexus Project as identified in the MOU dated July 1, 2018 and the commitment letter from the CITY to WSDOT dated April 13, 2018. WSDOT shall be responsible for all costs associated with the real estate appraisal and transfer process, which is expected to be completed in 2018.

   PROJECT STAGE 2: Following the receipt by the CITY of Construction Sales Tax from the PROJECT in an amount of Two Million Dollars ($2,000,000) and upon WSDOT’s request, funds in an amount not to exceed Two Million Dollars ($2,000,000) will be contributed to the PROJECT by the CITY; Said funds shall only be applied towards the construction of the South 188th Street Interchange, referred to as 188th South Ramps Project in the MOU dated July 1, 2018, and as
described and depicted in the Proposed Design Alternative in Attachment C (full folded diamond interchange), unless otherwise approved by the SeaTac City Council.

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

4. DESIGNATED REPRESENTATIVES
4.1. Project related communications between the Parties, including, but not limited to, invoicing and administration for this Agreement will be between the Designated Representatives of each Party, as follows:

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

4.1.2. For WSDOT:
Craig Stone
Program Administrator
999 Third Avenue, Suite 2200
Seattle, WA 98104
(206) 805-2961
StoneC@wsdot.wa.gov

5. TERM
5.1. This Agreement is effective as of the last date of execution and will terminate upon either the CITY’s fulfillment of its local match commitment of Four Million Dollars ($4,000,000), upon cancelation of the PROJECT, or upon completion of the PROJECT whichever comes first. This Agreement may also be terminated pursuant to Section 6, TERMINATION.

6. TERMINATION
6.1 Neither WSDOT nor the CITY may terminate this Agreement without the written concurrence of the other Party.

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

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

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

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

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

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

10. **VENUE**

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

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

**CITY OF SEATAC**

By (print): **Joseph Scorci**

Signature: 

City Manager **ACTING**

Date: **11/8/18**

**WASHINGTON STATE**

**DEPARTMENT OF TRANSPORTATION**

By (print): 

Signature: 

Gateway Program Administrator

Date: **11/27/18**

**APPROVED AS TO FORM:**

**City of SeaTac Legal Department**

By (print): **MARK S. JOHNSON**

Date: **11/7/2018**

**APPROVED AS TO FORM:**

**Assistant Attorney General**

By: **L. Scott Lockwood**

Date: **10/30/2018**
GCB 3110
FUNDING AGREEMENT BY AND BETWEEN
WSDOT AND KING COUNTY

This Funding Agreement ("Agreement") is entered into between the Washington State Department of Transportation (WSDOT) and King County (County), individually referred to as the "Party" and collectively referred to as the "Parties."

RECITALS

A. In 2015 the Washington State Legislature funded the construction of the Puget Sound Gateway Program ("PROGRAM") through the "Connecting Washington" revenue package.

B. The Legislature directed that $130 million of the $1.875 billion PROGRAM funding is to come through local funding sources.

C. The County has entered into the "Local Funding and Phasing Memorandum of Understanding" ("MOU") with WSDOT (Attachment A), commencing on July 1, 2018, acknowledging that the County is one of eighteen "Local Agency Partners" committed to provide matching funds/contributions commensurate with the benefits accrued from the State Route (SR) 509 Completion Project at a local level.

D. The County, in support of the PROGRAM, including the SR 509 Completion Project in King County, is willing to contribute matching funds towards the required local contribution for the PROJECT.

E. The funding provided by the County will be used to support stage 1b of the PROJECT as part of the PROGRAM, including "Local Nexus Projects."

NOW, THEREFORE, the above recitals are incorporated herein as if fully set forth below, and in consideration of the terms, conditions, covenants, and performances contained herein, and the attached Attachments A and B and incorporated and made a part hereof:

IT IS MUTUALLY AGREED AS FOLLOWS:

1. General

1.1 This funding provided pursuant to this Agreement is the County's local contribution commitment to be applied towards the PROJECT component of the PROGRAM and defines the roles and responsibilities between the Parties for delivery of the PROJECT.

1.2 The PROJECT is described as Stage 1b (shown in Attachment B), which includes reconstructing the SR 516 interchange with a Veterans Drive Connector, constructing the northbound auxiliary lane from SR 516 to SR 509, constructing a southbound auxiliary lane from the S. 200th St Interchange ramp to a new southbound CD road along Interstate (I)-5 to SR 516, and constructing the southbound braided ramps. The PROJECT will also construct the four lane SR 509 mainline from I-5 to the 28th/24th Avenue S. interchange, including the ramps to and from 28th/24th Avenue S. to the
south. Stage 1b also will include reconstruction of the 216th Street bridge, construction of one toll point, and restoration of S. 208th Street’s connection to SR 99.

1.3 This Agreement is effective upon the last date of execution of both Parties and will terminate when Stage 1b is constructed and is completed, unless mutually extended by the Parties.

1.4 WSDOT shall provide the County with a written notice of commencement of the PROJECT’s construction at least thirty (30) days prior to the commencement date.

2. WSDOT Responsibilities

2.1 WSDOT shall design and construct the PROJECT to be consistent with the “SR509 Completion Stage 1B Project Information Pre-Ad Documents published on WSDOT SR 509 Completion – Stage 1b website – http://www.wsdot.wa.gov/biz/contaa/Contracts/SR509completion.html and, as described in section 1.2 and shown in Attachment B, subject to any deviations made in accordance with Section 2.2 below.

2.2 WSDOT shall coordinate and seek concurrence from Local Agency Partners on any significant deviations from the Proposed Design Alternative contemplated during implementation of the PROJECT.

3 Payment

3.1 The County agrees to contribute local agency matching funds to the PROJECT component of the PROGRAM in the amount of $1 million for WSDOT to use for the construction costs associated with the PROJECT.

3.2 WSDOT will invoice the County for a single payment of $1 million within 90 days after this Funding Agreement is effective. The County will pay WSDOT within thirty (30) days of receipt of the invoice from WSDOT.

3.3 The County shall not be obligated to contribute local agency matching funds in excess of $1 million for the PROJECT. If WSDOT requests additional funds from the County in the future, a written amendment to this Agreement authorizing a contribution increase must be mutually agreed upon.

4. Contract Administration, Duration and Termination

4.1 Administration. The Parties do not by this Agreement create any separate legal or administrative entity. The Secretary of Transportation or his designee and the King County designee as noted in Section 8 of this Agreement shall be responsible for working with each other to administer the terms of this Agreement. The Parties do not intend to jointly own any real or personal property as part of this undertaking. The Parties will cooperatively work together to further the intent and purpose of this Agreement.

4.2 Duration. The term of this Agreement shall be three years from the date this Agreement is effective.
4.3 Termination for Non-A appropriation. If expected funding is withdrawn, reduced or limited in any way prior to the County paying the $1 million invoice, the County may terminate this Funding Agreement after following the conditions of termination from Section 7.3 of the Puget Sound Gateway Program Memorandum of Understanding GCB 3068, ("MOU") found at Attachment A ("Termination of Participation"). Termination of Participation requires written notice to the Secretary of Transportation and the Joint SR 167/ SR 509 Executive Committee ("Executive Committee") with a minimum of 180 calendar days before a project issues an RFP that relies on County funding. Prior to providing written notice terminating participation in this Funding Agreement, the County shall consult with WSDOT to determine whether an amendment to the MOU may be feasible. If Termination of Participation by the County occurs, WSDOT will consult with the Executive Committee to determine the PROJECT scope elements need to be removed if the County's contributions are not realized.

4.4 Termination for Default. If WSDOT does not perform the PROJECT work, or if either Party fails to perform in the manner called for in this Agreement, or if either Party fails to comply with any material provisions of this Agreement, then either Party may terminate this Agreement, in whole or in part, for default.

5. Dispute Resolution

5.1 In the event that a dispute arises under this Agreement, it shall be resolved as follows:
5.1.1 The Parties shall each appoint a member to a disputes board;
5.1.2 These two members shall select a third board member not affiliated with either Party;
5.1.3 The three-member board shall conduct a dispute resolution hearing that shall be informal and unrecorded.

An attempt at such dispute resolution in compliance with the aforesaid process shall be a prerequisite to elevating this dispute to the Executive Committee and Secretary of Transportation as described in Attachment A, Section 7.2. The Parties shall equally share in the cost of the third disputes board member; however, each Party shall be responsible for their own costs and fees.

6. Indemnification

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

7. **Venue**

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

8. **Contacts and Notices**

Contact between the Parties, including but not limited to invoicing, agreement administration, and notices will be directed to the below identified contacts as follows or his/her designee or such other addresses as either Party may, from time to time, designate in writing:

**County Project Manager shall be:**
John Resha  
201 South Jackson Street  
KSC – TR-0415  
Seattle, WA 98104  
(206)477-0889  
Email: John.resha@kingcounty.gov

**WSDOT Project Manager shall be:**
Susan Everett, PE  
999 3RD Ave Ste 2200  
Seattle, WA 98104  
(360) 805-2978  
Email: EverettS@wsdot.wa.gov

9. **Amendment**

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

10. **Severability**

Should any clause, phrase, sentence or paragraph of this Agreement or its application be declared invalid or void by a court of competent jurisdiction, the remaining provisions of this Agreement or its applications of those provisions not so declared shall remain in full force and effect.

11. **No Third-Party Beneficiaries**

This Agreement is executed for the sole and exclusive benefit of the signatory Parties. Nothing in this Agreement, whether expressed or implied, is intended to confer any right, remedy or other entitlement upon any person other than the Parties hereto, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third-party, nor shall any provision herein give any third-party any right of action against any party hereto.
12. **Audits/Records:**

All records for the PROJECT in support of all costs incurred shall be maintained by WSDOT for a period of six (6) years after acceptance as defined in WSDOT's Construction Manual M 41-01.32, Chapter 10. The County shall have full access to and right to examine said records, during normal business hours and as often as it deems necessary. Should the County require copies of any records, it agrees to pay the costs thereof. The Parties agree that the work performed herein is subject to audit by either or both Parties and/or their designated representatives, and/or the federal/state government.

13. **Signature Authority**

13.1 The County represents and warrants that the County Executive has the full power and authority to enter into this Agreement.

13.2 WSDOT represents and warrants that the Secretary of Transportation for the State of Washington, or his designee, has the full power and authority to enter into this Agreement.

In Witness Whereof, the Parties hereto have executed this Agreement as of the date last written below.

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<th>Washington State Department of Transportation</th>
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<tr>
<td>By:</td>
<td>Assistant Attorney General</td>
</tr>
<tr>
<td>Printed:</td>
<td>L. Scott Lockwood</td>
</tr>
<tr>
<td>Title:</td>
<td></td>
</tr>
<tr>
<td>Date:</td>
<td></td>
</tr>
</tbody>
</table>

GCB 3110  
Page 5 of 5
June 28, 2018

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

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

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

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

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

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

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

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

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

Sincerely,

Roger Millar, PE, FASCE, FAICP
Secretary of Transportation
Puget Sound Gateway Program
SR 167 and SR 509 Completion Projects

Local Funding and Phasing
Memorandum of Understanding

1. Participating Parties
   In addition to the Washington State Department of Transportation (WSDOT), the following Local Agency Partners constitute those parties currently participating in this Memorandum of Understanding pertaining to the local contribution requirement for the Puget Sound Gateway Program (Gateway Program):
   - Port of Seattle
   - Port of Tacoma
   - King County
   - Pierce County
   - City of Algona
   - City of Auburn
   - City of Burien
   - City of Des Moines
   - City of Edgewood
   - City of Federal Way
   - City of Fife
   - City of Kent
   - City of Milton
   - City of Pacific
   - City of Puyallup
   - City of SeaTac
   - City of Sumner
   - City of Tacoma

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

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

   Funding for the Gateway Program has been approved to come from the state gas tax, tolls, local contributions, and potential federal and state grants. Total funding for the Gateway Program, from the 2015 Connecting Washington transportation funding package, is $1.875 billion, which includes local contributions of $130 million. The program has been funded over a 16-year
timeline. Based on the legislative funding plan, major construction for a first stage would occur from 2019 through 2025, and a second stage from 2026 through 2030. Local contributions will be needed to construct both stage one and stage two projects.

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

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

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

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

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

<table>
<thead>
<tr>
<th></th>
<th>SR 167</th>
<th>SR 509</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>Port contributions</td>
<td>$30 million</td>
<td>$30 million</td>
<td>$60 million</td>
</tr>
<tr>
<td>Federal INFRA grant</td>
<td>$10 million</td>
<td>$10 million</td>
<td>$20 million</td>
</tr>
<tr>
<td>Local agency partner</td>
<td>$10 million</td>
<td>$10 million</td>
<td>$20 million</td>
</tr>
<tr>
<td>match</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other Grants (PSRC,</td>
<td>$20 million</td>
<td>$10 million</td>
<td>$30 million</td>
</tr>
<tr>
<td>FMSIB, TIB)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td>$70 million</td>
<td>$60 million</td>
<td>$130 million</td>
</tr>
</tbody>
</table>

3. Local Funding Strategy

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

RATIFICATION FINAL Funding and Phasing MOU 2 6/28/2018

GCB 3110 Page 4 of 12
• Create a positive business case for Local Agency Partners by focusing on the parts of the program that are most relevant and important to local jurisdictions
• Leverage the potential to access significant grant funding to support local funding assumptions

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

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

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

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

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

4. Local Participation Policy

The Joint Executive Committee has agreed to a funding and phasing policy that structures local agency partner match requirements to be commensurate with the benefits accrued from the project at a local level. This policy states that:
All local agency partners accrue some benefit from the Puget Sound Gateway Program. Partners receiving fewer benefits, however, are not expected to contribute as much as partners who receive more benefits. Direct benefits are those that are most quantifiable, but there are other components of value that include indirect, strategic and policy/social benefits. Both direct and indirect benefits will be assessed as part of the consideration of local contributions, because they are more easily quantifiable than strategic and policy/social benefits.

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

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

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

The approach and findings of the benefits assessments have been provided to the Local Agency Partners.
6. **Local Jurisdiction Anticipated Contributions to the Program**

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

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

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

   **Stage 1 Grant Pursuits for Local Nexus Projects**

<table>
<thead>
<tr>
<th>Project Description</th>
<th>Estimated Construction Cost</th>
<th>Funding Program</th>
<th>Grant Target Amount</th>
<th>Target Due Date/Mo/Year</th>
<th>Anticipated Construction Expenditure</th>
<th>Local Agency Partner Match</th>
<th>Partner Nexus</th>
</tr>
</thead>
<tbody>
<tr>
<td>70th Avenue E/Interurban Trail</td>
<td>$32,245,600</td>
<td>FMSIB</td>
<td>$5,000,000</td>
<td>Mar 2018</td>
<td>2019-2021</td>
<td>$800,000 $500,000 $3,000,000</td>
<td>Fife Tacoma Port of Tacoma</td>
</tr>
<tr>
<td>TIB</td>
<td>$5,000,000</td>
<td>Aug 2018</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>State Capital &amp; Transportation</td>
<td>$1,400,000</td>
<td>Mar 2018</td>
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<tr>
<td>70th Avenue E/Interurban Trail</td>
<td>$33,800,000</td>
<td>PSRC</td>
<td>$4,500,000</td>
<td>Apr 2018</td>
<td>2021-2025</td>
<td>$1,000,000</td>
<td>Kent</td>
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<tr>
<td>TIB</td>
<td>$5,000,000</td>
<td>Aug 2020</td>
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<tr>
<td>SeaTac Access</td>
<td>$176,883,500</td>
<td>PSRC</td>
<td>$4,500,000</td>
<td>Apr 2018</td>
<td>2021-2025</td>
<td>$2,000,000 $500,000</td>
<td>SeaTac (ROW in lieu) Des Moines</td>
</tr>
<tr>
<td>Project</td>
<td>Estimated Construction Cost</td>
<td>Funding Program</td>
<td>Grant Target Amount</td>
<td>Target Due Mo/Year</td>
<td>Anticipated Construction Expenditure</td>
<td>Local Agency Partner Match</td>
<td>Partner Nexus</td>
</tr>
<tr>
<td>----------------------------------------</td>
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<tr>
<td>Meridian Avenue Interchange</td>
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<td>Puyallup</td>
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<td>Valley Avenue Interchange</td>
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<td>2026-2030</td>
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<td>188th Street Interchange improvements</td>
<td>TBD</td>
<td>TBD</td>
<td>2023</td>
<td>2026-2030</td>
<td>TBD</td>
<td>SeaTac</td>
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<td>SR 167 Stage 2</td>
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<td>$4,000,000</td>
<td>2022</td>
<td>2026-2030</td>
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<td>Port of Tacoma</td>
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<td>Total Stage 2</td>
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<td>Total Stages 1 &amp; 2</td>
<td>$68,900,000</td>
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<td>$73,100,000</td>
<td>$142,000,000</td>
</tr>
</tbody>
</table>

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

TBD – grant funding program pursuit to be determined in future

7. Terms and Termination

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

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

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

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

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

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

Stephen P. Mettruck
Executive Director
Port of Seattle

John Wolfe
Chief Executive Officer
Port of Tacoma

Dow Constantine
County Executive
King County

Bruce Dammeyer
County Executive
Pierce County

David E. Hill
Mayor
City of Algona

Nancy Backus
Mayor
City of Auburn

Brian Wilson
City Manager
City of Burien

6/21/18
Date

5/30/18
Date

6/22/18
Date

5/30/18
Date

6/25/18
Date

6/11/18
Date

6/17/18
Date
Michael Matthias  
City Manager  
City of Des Moines  

Daryl Eidinger  
Mayor  
City of Edgewood  

Jim Farrell  
Mayor  
City of Federal Way  

Pat Hulcey  
Councilmember  
City of Fife  

Dana Ralph  
Mayor  
City of Kent  

Shanna Styron-Sherrell  
Mayor  
City of Milton  

Leanne Guier  
Mayor  
City of Pacific  

Kevin Yamamoto  
City Manager  
City of Puyallup  

6/26/18  
Date  

6/13/18  
Date  

6/20/18  
Date  

6/20/18  
Date  

6/26/18  
Date  

6/21/18  
Date  

6/21/18  
Date  

6/12/18  
Date  

6/28/2018  

RATIFICATION FINAL Funding and Phasing MOU  
GCB 3110  
Page 11 of 12
Joseph Scorcio
City Manager
City of SeaTac

William L. Pugh
Mayor
City of Sumner

Elizabeth A. Pauli
City Manager
City of Tacoma

Roger Millar
Secretary of Transportation
Washington State Department of Transportation

6/28/18
Date

6/8/18
Date

6/27/18
Date

6/27/18
Date
SR 509 Stage 1b - reconstructs the SR 516 interchange, constructs a northbound auxiliary lane, constructs a southbound auxiliary lane from the S. 200th Street Interchange ramp to a new southbound collector-distributor (CD) road along Interstate I-5 and constructs the southbound braided ramps. Stage 1b also constructs the SR 509 mainline from I-5 to the 28th/24th Avenue S. Interchange, including the ramps to and from 28th/24th Avenue S to the south. Stage 1b will also include 216th Street Bridge reconstruction, construction of one toll point, and SR 99/ S. 208th Street connection restoration.
GCB 3093
INTERLOCAL AGREEMENT BETWEEN
WSDOT / City of Kent

This INTERLOCAL AGREEMENT (Agreement) is entered into between the Washington State Department of Transportation (WSDOT) and the City of Kent (City), individually referred to as the “Party” and collectively referred to as the “Parties.”

RECITALS

A. Pursuant to Chapter 39.34 Revised Code of Washington (RCW), Interlocal Cooperation Act, the Parties desire to enter into an agreement with one another in order to jointly establish a mutual and cooperative system to carry out their respective obligations of this Agreement for the construction of the Puget Sound Gateway Program (PROGRAM). One component of the PROGRAM is the State Route (SR) 509 Completion Project (PROJECT).

In 2015, the Washington State Legislature funded the construction of the PROGRAM through the Connecting Washington revenue package, including the Puget Sound Gateway Program. The Puget Sound Gateway Program includes two projects: the SR 167 Completion Project and the SR 509 Completion Project.

B. The Legislature directed that $130 million of the $1.875 billion PROGRAM funding must come through local funding sources.

C. The City entered into a Local Funding and Phasing Memorandum of Understanding (MOU) with WSDOT (Attachment A), which commenced on July 1, 2018. This MOU acknowledges that the City is one of eighteen (18) Local Agency Partners committed to provide matching funds/contributions commensurate with the local benefits expected to be accrued from the PROJECT. The MOU was signed by the WSDOT Secretary of Transportation and 18 local agencies in King and Pierce Counties identifying a grant focused strategy to fund smaller local nexus projects. A local nexus project in Kent is the extension of Veterans Drive west of Military Road under I-5 connecting to the future SR 509 and improving the Kent Des Moines Road interchange.

D. The City, in support of the PROGRAM, including the PROJECT, is willing to contribute matching funds towards the required local contribution in the amount of $2 million.

E. In an effort to help meet the local funding obligation, in 2018, the City applied for and received a $4 million dollar Puget Sound Regional Council grant for the Veteran’s Drive Extension, all of which will be applied to the $130 million required to come through local funding sources.

F. The $2 million dollar local contribution to be provided by the City will be used to equally support Stage 1b ($1 million dollars) and Stage 2 ($1 million dollars) of the PROJECT, including the Veteran’s Drive Extension.

NOW, THEREFORE, pursuant to Chapter 39.34 RCW, the above recitals that are incorporated herein as if fully set forth below, and in consideration of the terms, conditions, covenants, and performances contained herein, and Attachments A and B incorporated and made a part hereof, the Parties agree as follows:
1. General

1.1 This Agreement quantifies the City’s required local contribution to be applied specifically towards the PROJECT and defines the roles and responsibilities between the Parties for delivery of the PROJECT.

1.2 The PROJECT is described as Stage 1b, which includes reconstructing the SR 516 interchange, constructing a northbound auxiliary lane, constructing a southbound auxiliary lane from the S. 200th Street Interchange ramp to a new southbound collector-distributor (CD) road along Interstate I-5 and constructing the southbound braided ramps. The PROJECT will also construct the SR 509 mainline from I-5 to the 28th/24th Avenue S. interchange, including the ramps to and from 28th/24th Avenue S to the south. Stage 1b will also include reconstruction of the 216th Street bridge, construction of one toll point, and restoration of S. 208th Street’s connection to SR 99. Stage 2 of the PROJECT includes a southbound auxiliary lane on I-5 from Kent Des Moines Road to S. 272nd Street.

1.3 This Agreement is effective upon the last date of execution of both Parties and will terminate when the southbound I-5 auxiliary lane from Kent Des Moines Road to S. 272nd Street, identified in Stage 2, is constructed and reaches final completion, unless the Agreement is mutually extended by the Parties.

2. WSDOT Responsibilities

2.1 WSDOT shall design and construct the PROJECT to be consistent with the Proposed Design Alternative (Attachment B) for Stage 1b and Stage 2 respectively.

2.2 WSDOT shall provide the City with a written notice of commencement of the PROJECT’S construction at least thirty (30) days prior to the start of construction (commencement date).

2.3 WSDOT shall coordinate and seek concurrence from the City on any significant deviations from the Proposed Design Alternative within the City contemplated during implementation of the PROJECT.

2.4 The City agrees to assign the PSRC Grant to WSDOT for the completion of the Veterans Drive portion of the project within Stage 1B. As such, WSDOT agrees to complete all grant administration necessary to meet grant obligations. WSDOT agrees to use the PSRC Grant funds for construction only.

3. Payment

3.1 The City agrees to pay a local contribution to the PROJECT in the amount of $2 million dollars to WSDOT for the construction costs associated with the PROJECT, split evenly between Stage 1b and Stage 2.
3.2 WSDOT will invoice the City in two (2) payments of $1 million dollars (for a total of $2 million dollars). WSDOT shall submit invoices to the City as follows:

- WSDOT will submit the first invoice during the SR 509 Stage 1b construction period, but no sooner than January 2, 2025, provided that the substructure for the I-5 crossing over Veterans Drive is complete. If the substructure is not complete by January 2, 2025, WSDOT will submit the invoice 30 days after its completion.

- WSDOT will submit the second invoice during the SR 509 Stage 2 construction period, following the completion of the southbound I-5 auxiliary lane pavement from Kent Des Moines Road to S. 272nd Street.

The City shall pay the invoice within thirty (30) days of receipt.

4. Contract Administration

4.1 The Parties do not by this Agreement create any separate legal or administrative entity. The Secretary of Transportation or his designee and the City of Kent designee as noted in Section 8 of this Agreement shall be responsible for working with each other to administer the terms of this Agreement. The Parties do not intend to jointly own any real or personal property as part of this undertaking. The Parties will cooperatively work together to further the intent and purpose of this Agreement.

5. Dispute Resolution

5.1 In the event that a dispute arises between the CITY and WSDOT at any time during the course of the PROJECT, the Parties agree to negotiate at the Project Manager level to resolve any issues. Should such negotiations fail to produce a satisfactory resolution, the Parties agree to elevate negotiation to the senior management level before proceeding to other legal remedies.

6. Indemnification

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

7. Venue

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

8. Contacts and Notices

8.1 Contact between the Parties, including but not limited to invoicing, agreement administration, and notices will be directed to the below identified contacts as follows or his/her designee or such other addresses as either Party may, from time to time, designate in writing:

**City Project Manager shall be:**
Timothy J. LaPorte, PE  
Public Works Director  
400 West Gowe  
Kent, WA 98032  
(253) 856-6500  
Email: tiaporte@kent.wa.gov

**WSDOT Project Manager shall be:**
Susan Everett, PE  
999 3rd Ave Ste 2200  
Seattle, WA 98104  
(206) 805-5422  
Email: EverettS@wsdot.wa.gov

9. Amendment

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

10. Entire Agreement

10.1 This Agreement constitutes the entire understanding and agreement between the parties as to the subject matter herein and no other agreements or understandings, written or otherwise, shall be binding upon the parties upon execution of this Agreement.

11. Severability

11.1 Should any clause, phrase, sentence or paragraph of this Agreement or its application be declared invalid or void by a court of competent jurisdiction, the remaining provisions of this Agreement or its applications of those provisions not so declared shall remain in full force and effect.
12. **No Third-Party Beneficiaries**

12.1 This Agreement is executed for the sole and exclusive benefit of the signatory Parties. Nothing in this Agreement, whether expressed or implied, is intended to confer any right, remedy or other entitlement upon any person other than the Parties hereto, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third-party, nor shall any provision herein give any third-party any right of action against any party hereto.

13. **Audits/Records**

13.1 All records for the PROJECT in support of all costs incurred shall be maintained by WSDOT for a period of three (3) years after acceptance as defined in WSDOT's Construction Manual M 41-01.32, Chapter 10. The City shall have full access to and right to examine said records, during normal business hours and as often as it deems necessary. Should the City require copies of any records, it agrees to pay the costs thereof. The Parties agree that the work performed herein is subject to audit by either or both Parties and/or their designated representatives, and/or the federal/state government.

In Witness Whereof, the Parties hereto have executed this Agreement as of the date last written below.

<table>
<thead>
<tr>
<th>City of Kent</th>
<th>Washington State Department of Transportation</th>
</tr>
</thead>
<tbody>
<tr>
<td>By:.physicsian</td>
<td>By:</td>
</tr>
<tr>
<td>Printed: Dora Ralph</td>
<td>Printed:</td>
</tr>
<tr>
<td>Title: Mayor</td>
<td>Title: Customer Service Administration</td>
</tr>
<tr>
<td>Date: 10/8/19</td>
<td>Date: 11-5-19</td>
</tr>
</tbody>
</table>

Approved as to Form
City of Kent

<table>
<thead>
<tr>
<th>Approved as to Form Washington State Department of Transportation</th>
</tr>
</thead>
<tbody>
<tr>
<td>By:</td>
</tr>
<tr>
<td>Printed:</td>
</tr>
<tr>
<td>Title: Assistant City Attorney</td>
</tr>
<tr>
<td>Date: 10/25/19</td>
</tr>
</tbody>
</table>
June 28, 2018

The Honorable Steve Hobbs  \hspace{1cm}  The Honorable Judy Clibborn
Chair  \hspace{1cm}  Chair
Senate Transportation Committee  \hspace{1cm}  House Transportation Committee
P.O. Box 40444  \hspace{1cm}  P.O. Box 40600
Olympia, WA 98504-0444  \hspace{1cm}  Olympia, WA 98504-0600

The Honorable Curtis King  \hspace{1cm}  The Honorable Mark Harmsworth
Ranking Member  \hspace{1cm}  Ranking Member
Senate Transportation Committee  \hspace{1cm}  House Transportation Committee
P.O. Box 40414  \hspace{1cm}  P.O. Box 40600
Olympia, WA 98504-0414  \hspace{1cm}  Olympia, WA 98504-0600

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

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

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

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

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

Sincerely,

Roger Millar, PE, FASCE, FAICP
Secretary of Transportation
Puget Sound Gateway Program
SR 167 and SR 509 Completion Projects

Local Funding and Phasing
Memorandum of Understanding

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

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

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

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

Funding for the Gateway Program has been approved to come from the state gas tax, tolls, local contributions, and potential federal and state grants. Total funding for the Gateway Program, from the 2015 Connecting Washington transportation funding package, is $1.875 billion, which includes local contributions of $130 million. The program has been funded over a 16-year
timeline. Based on the legislative funding plan, major construction for a first stage would occur from 2019 through 2025, and a second stage from 2026 through 2030. Local contributions will be needed to construct both stage one and stage two projects.

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

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

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

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

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

<table>
<thead>
<tr>
<th></th>
<th>SR 167</th>
<th>SR 509</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>Port contributions</td>
<td>$30 million</td>
<td>$30 million</td>
<td>$60 million</td>
</tr>
<tr>
<td>Federal INFRA grant</td>
<td>$10 million</td>
<td>$10 million</td>
<td>$20 million</td>
</tr>
<tr>
<td>Local agency partner</td>
<td>$10 million</td>
<td>$10 million</td>
<td>$20 million</td>
</tr>
<tr>
<td>match</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other Grants (PSRC,</td>
<td>$20 million</td>
<td>$10 million</td>
<td>$30 million</td>
</tr>
<tr>
<td>FMSIB, TIB)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td>$70 million</td>
<td>$60 million</td>
<td>$130 million</td>
</tr>
</tbody>
</table>

3. Local Funding Strategy
A key element of the local funding strategy is to identify projects within the Gateway Program that provide clear and measurable benefits to local jurisdictions. In the Gateway Program, these are called “Local Nexus Projects,” are designed to:
• Create a positive business case for Local Agency Partners by focusing on the parts of the program that are most relevant and important to local jurisdictions
• Leverage the potential to access significant grant funding to support local funding assumptions

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

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

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

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

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

4. Local Participation Policy

The Joint Executive Committee has agreed to a funding and phasing policy that structures local agency partner match requirements to be commensurate with the benefits accrued from the project at a local level. This policy states that:
All local agency partners accrue some benefit from the Puget Sound Gateway Program. Partners receiving fewer benefits, however, are not expected to contribute as much as partners who receive more benefits. Direct benefits are those that are most quantifiable, but there are other components of value that include indirect, strategic and policy/social benefits. Both direct and indirect benefits will be assessed as part of the consideration of local contributions, because they are more easily quantifiable than strategic and policy/social benefits.

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

5. Benefit Assessment Methodology

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

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

The approach and findings of the benefits assessments have been provided to the Local Agency Partners.
6. Local Jurisdiction Anticipated Contributions to the Program

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

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

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

### Stage 1 Grant Pursuits for Local Nexus Projects

<table>
<thead>
<tr>
<th>Project</th>
<th>Estimated Construction Cost</th>
<th>Funding Program</th>
<th>Grant Target Amount</th>
<th>Target Due Mo/Year</th>
<th>Anticipated Construction Expenditure</th>
<th>Local Agency Partner Match</th>
<th>Partner Nexus</th>
</tr>
</thead>
<tbody>
<tr>
<td>70th Avenue E/Interurban Trail</td>
<td>$32,245,600</td>
<td>FMSIB</td>
<td>$5,000,000</td>
<td>Mar 2018</td>
<td>2019-2021</td>
<td>$800,000 $500,000 $3,000,000</td>
<td>Fife Tacoma Port of Tacoma</td>
</tr>
<tr>
<td>TIB</td>
<td></td>
<td></td>
<td>$5,000,000</td>
<td>Aug 2018</td>
<td>2019-2021</td>
<td></td>
<td></td>
</tr>
<tr>
<td>State Capital &amp; Transportation</td>
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<td></td>
<td>$1,400,000</td>
<td>Mar 2018</td>
<td>2019-2021</td>
<td></td>
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<tr>
<td>Veterans Drive/ SR516 Interchange</td>
<td>$33,800,000</td>
<td>PSRC</td>
<td>$4,500,000</td>
<td>Apr 2018</td>
<td>2021-2025</td>
<td>$1,000,000</td>
<td>Kent</td>
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<tr>
<td>TIB</td>
<td></td>
<td></td>
<td>$5,000,000</td>
<td>Aug 2020</td>
<td>2021-2025</td>
<td>$1,000,000</td>
<td>Kent</td>
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<tr>
<td>SeaTac Access</td>
<td>$176,883,500</td>
<td>PSRC</td>
<td>$4,500,000</td>
<td>Apr 2018</td>
<td>2021-2025</td>
<td>$2,000,000 $500,000</td>
<td>SeaTac (ROW in lieu) Des Moines</td>
</tr>
<tr>
<td>Project</td>
<td>Estimated Construction Cost</td>
<td>Funding Program</td>
<td>Grant Target Amount</td>
<td>Target Due</td>
<td>Anticipated Construction Expenditure</td>
<td>Local Agency Partner Match</td>
<td>Partner Nexus</td>
</tr>
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</tr>
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<td>Meridian Avenue Interchange</td>
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<td>Valley Avenue Interchange</td>
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<td>2026-2030</td>
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<td>188th Street Interchange improvements</td>
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<td>2023</td>
<td>2026-2030</td>
<td>TBD</td>
<td>SeaTac</td>
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<tr>
<td>SR 167 Stage 2</td>
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<td>$4,000,000</td>
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<td>2026-2030</td>
<td>$500,000 $500,000 (ROW in lieu)</td>
<td>Sumner</td>
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<td>Port of Tacoma</td>
<td>Jan 2026</td>
<td>Jan 2026</td>
<td>$15,000,000</td>
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<td>Port of Tacoma</td>
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<td>SR 509 Stage 2</td>
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<td>TBD</td>
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<td>2024</td>
<td>2026-2030</td>
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<td>Port of Seattle</td>
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<td>Port of Seattle</td>
<td>Jan 2026</td>
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<td>$15,000,000</td>
<td>2026-2030</td>
<td>Port of Seattle</td>
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<td><strong>Total Stage 2</strong></td>
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<td><strong>$35,000,000</strong></td>
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<tr>
<td><strong>Total Stages 1 &amp; 2</strong></td>
<td><strong>$68,900,000</strong></td>
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<td><strong>$73,100,000</strong></td>
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</tr>
</tbody>
</table>

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

TBD – grant funding program pursuit to be determined in future

7. Terms and Termination

7.1. Amendments

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

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

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

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

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

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

Stephen P. Metruck
Executive Director
Port of Seattle

John Wolfe
Chief Executive Officer
Port of Tacoma

Dow Constantine
County Executive
King County

Bruce Dammeyer
County Executive
Pierce County

David E. Hill
Mayor
City of Algona

Nancy Backus
Mayor
City of Auburn

Brian Wilson
City Manager
City of Burien

6/21/18
Date

5/30/18
Date

6/22/18
Date

5/30/18
Date

6/25/18
Date

6/11/18
Date

6/17/18
Date
Michael Matthias  
City Manager  
City of Des Moines

Daryl Eidinger  
Mayor  
City of Edgewood

Jim Farrell  
Mayor  
City of Federal Way

Pat Hulcey  
Councilmember  
City of Fife

Dana Ralph  
Mayor  
City of Kent

Shanna Styron-Sherrell  
Mayor  
City of Milton

Leanne Guier  
Mayor  
City of Pacific

Kevin Yamamoto  
City Manager  
City of Puyallup

6/26/18  
Date

6/13/18  
Date

6/20/18  
Date

6/20/18  
Date

6/26/18  
Date

6/21/18  
Date

6/21/18  
Date

6/12/18  
Date

6/28/2018

Page 11 of 12
Joseph Scordio  
City Manager  
City of SeaTac

William L. Pugh  
Mayor  
City of Sumner

Elizabeth A. Pauli  
City Manager  
City of Tacoma

Roger Millar  
Secretary of Transportation  
Washington State Department of Transportation

6/28/18  
Date

6/8/18  
Date

6/27/18  
Date

6/27/18  
Date
SR 509 Completion Project – Stage 1b

SR 509 Stage 1b - reconstructs the SR 516 interchange, constructs a northbound auxiliary lane, constructs a southbound auxiliary lane from the S. 200th Street Interchange ramp to a new southbound collector-distributor (CD) road along Interstate 1-5 and constructs the southbound braided ramps. Stage 1b also constructs the SR 509 mainline from I-5 to the 28th/24th Avenue S. Interchange, including the ramps to and from 28th/24th Avenue S to the south. Stage 1b will also include 216th Street Bridge reconstruction, construction of one toll point, and SR 99/ S. 208th Street connection restoration.
### SR 509 Completion Project - Stage 1

#### 4/1/2020

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